



REQUEST FOR PROPOSAL (RFP)
FOR
EXCLUSIVE SOFT DRINK POURING AND VENDING RIGHTS

Issued By
UNIVERSITY OF WISCONSIN OSHKOSH

RFP NUMBER: BPK-16-098A

April 7, 2016

AGENT: Brian Klinger at (920) 424-0317 / FAX: (920) 424-2240

E MAIL: *klingerb@uwosh.edu*

If **NO BID** (check here) ☐ and return.

SITE VISIT/VENDOR CONFERENCE: APRIL 20, 2016 AT 9:00 A.M.

PROPOSAL DUE DATE: May 10, 2016 @ 2:00 P.M. CDT

THERE WILL BE NO PUBLIC OPENING

LATE PROPOSALS WILL BE REJECTED

BIDS/PROPOSALS MUST BE SEALED AND ADDRESSED TO:

UNIVERSITY OF WISCONSIN OSHKOSH

Administrative Services-Purchasing
Dempsey 236
800 Algoma Boulevard
Oshkosh, WI 54901
USA

REQUEST FOR BID/PROPOSAL

THIS IS NOT AN ORDER

BIDDER: (Name and Address)

☐ Remove from bidder list for this commodity/service. (Return this page only.)

INSTRUCTIONS

This original REQUEST FOR BID/PROPOSAL form must be completed, typed or in ink, signed and returned to: Administrative Services-Purchasing, 236 Dempsey Hall, 800 Algoma Blvd, Oshkosh, WI 54901 USA (see Submittal Instructions). Responses must be prepared on University forms where provided.

Unless otherwise noted, public openings will be on the date and time specified. Award(s), if any, will be made as soon thereafter as possible.

The bid abstract will be on file and is open to public inspection only after award determination has been made.

All correspondence must reference the bid number.

OFFICIAL SEALED Bid/Proposal Number: BPK-16-098A

Bids MUST be in this office no later than

May 10, 2016 2:00 PM CST/CDT

Name (Contact for further information)

Brian P. Klinger, Purchasing Manager

Phone

Date

920.424.0317

April 7, 2016

Quote Price and Delivery FOB

DESTINATION/INSTALLED

☐ Fax bids are accepted

☒ Fax bids are not accepted

Description

The University of Wisconsin Oshkosh Administrative Services-Purchasing (Purchasing) requests bids for:

Exclusive Soft Drink Pouring and Vending Rights for the University of Wisconsin-Oshkosh.

In accordance with the attached in this order: Special Conditions of Bid, Bidder Response Sheets, Specifications, Itemized Bid List and Standard Terms and Conditions.

Questions regarding this bid will be answered by the following:

Brian P. Klinger phone: 920.424.0317 email: klingerb@uwosh.edu

Payment Terms

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, and (608) 267-9550. **Does Not Apply to Printing Bids.**

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Federal Employer Identification No.

Social Security No. if Sole Proprietor (Voluntary)

Email Address:



TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION	4
1.1 Introduction	4
1.2 Scope of Project	4
1.3 Contracting Agency	4
1.4 Definitions	5
1.5 Contract Overview	6
1.6 Inclusions for the Contract	7
1.7 Exclusions for the Contract	7
1.8 Clarification and/or Revisions to the Specifications or Requirements	8
1.9 Site Visit	9
1.10 Reasonable Accommodations	9
1.11 Calendar of Events	9
1.12 Contract Term	9
1.13 Vendornet Registration	10
SECTION 2: PREPARING AND SUBMITTING A PROPOSAL	10
2.1 General Instructions	10
2.2 Incurring Costs	10
2.3 Submitting the Proposal	10
2.4 Proposal Organization and Format	11
2.5 Multiple Proposals	12
2.6 Certification of Independent Offer Determination	12
2.7 Conflict of Interest	12
2.8 Proposal Signatory Authority	12
2.9 Withdraw of Proposals	12
SECTION 3: PROPOSAL SELECTION AND AWARD PROCESS	13
3.1 Preliminary Review	13
3.2 Proposal Review and Scoring	13
3.3 Evaluation Criteria Point Assignment	13
3.4 Program Component Criteria	14
3.5 Financial Component Point Calculation	16
3.6 Right to Reject Proposals and Negotiate Contract Terms	16
3.7 Award and Final Offers	16
3.8 Notification of Intent to Award	16
3.9 Appeals Process	17
SECTION 4: MANDATORY REQUIREMENTS	17
4.1 Vendor Qualifications	17
4.2 Vendor Requirements	18

SECTION 5: EQUIPMENT REQUIREMENTS	18
SECTION 6: EQUIPMENT AND FACILITIES MAINTENANCE REPLACEMENT AND SANITATION	25
SECTION 7: VENDING COLD BEVERAGE SERVICE SPECIFICATIONS	28
SECTION 8: GENERAL CONDITIONS	30
8.1 Service Requirement	30
8.2 Personnel, Employment and Staffing	33
8.3 Fiscal and Accounting Requirements	34
8.4 Products, Ordering and Delivery Requirements	40
SECTION 9: SPECIAL CONTRACT TERMS AND CONDITIONS	42
9.1 Parties to the Contract	42
9.2 Executed Contract to Constitute Entire Agreement/ Incorporation of Documents	42
9.3 Amendments	42
9.4 News Releases	42
9.5 Performance Bond or Irrevocable Letter of Credit	42
9.6 Insurance Requirements	43
9.7 Promotional Materials	45
9.8 Fixed Price Period	45
9.9 Product Pricing	45
9.10 Separability	45
9.11 Waiver	46
9.12 Adverse Interests	46
9.13 Termination of Contract	46
SECTION 10: EXECUTED CONTRACT SIGNATURE PAGE	47
SECTION 11: STANDARD TERMS AND CONDITIONS	48
SECTION 12: FORMS	55
Financial Component	
▪ Pouring Rights Royalties	
▪ Vending Commission	
▪ Value of Fountain and Bottled/Canned Beverages	
Required Forms	
▪ Designation of Confidential and Proprietary Information (DOA-3027)	
▪ Vendor Information (DOA-3477)	
▪ Vendor Reference (DOA-3478)	

SECTION 1: GENERAL INFORMATION

1.1 Introduction

The State, as represented by the University of Wisconsin Oshkosh, is submitting this Request for Proposal (RFP) to obtain written Proposals from interested parties for Exclusive Soft Drink Pouring and Vending Rights for the University of Wisconsin Oshkosh.

1.2 Scope of the Project

1.2.1 Project Description

Founded in 1871, the University of Wisconsin Oshkosh is the third-largest university in Wisconsin. With a fulltime enrollment of more than 14,000 students and over 1,500 faculty and staff. UW-Oshkosh offers 74 associate, baccalaureate and master's degree programs in the colleges of Business, Education and Human Services, Letters and Science and Nursing. The University is very dedicated to sustainability efforts around campus and named by Sierra Club as #3 coolest schools for sustainability practices. UW Oshkosh serves as the educational, cultural and economic engine for 1.2 million citizens of northeastern Wisconsin. About UW-Oshkosh: <http://www.uwosh.edu/about-uw-oshkosh/>

UW Oshkosh is home NCAA Division III athletic programs. Men's programs include: football, basketball, baseball, cross-country, swimming, diving, track and field and wrestling. Women's programs include: basketball, cross country, golf, gymnastics, soccer, softball, swimming, diving, tennis, track and field, volleyball. UW Oshkosh has won 42 national championships, including 27 NCAA Division III and three NCAA Division II competitions. About UW-Oshkosh Athletics: <http://www.uwoshkoshtitans.com/landing/index>

The UW Oshkosh campus is a hub that hosts many academic and sports events throughout the year including: Badger State Girls, Experimental Aircraft Association (EAA) food and lodging, Speaking Events, Events held in the Reeve Memorial Union, Division III Track and Field Championship, For the past 20+ years (in partnership with the Wisconsin Timber Rattlers) host of the Division III Baseball World Series, Postseason events for Division III Football and Baseball, Partner with Local Area High School Venues (Oshkosh North & West) for football, soccer & outdoor track and field, Partner with Lourdes Academy for football, soccer and outdoor track and field, baseball and softball, For the past 20+ years, host of WI Football Coaches Association High School All Star Game.

UW Oshkosh invites interested parties in creating a unique relationship with the University. This relationship includes exclusive soft drink pouring and vending rights for the winning Proposer. Pursuant to the terms of the contract and subject to the listed exclusions, no competitive products or related items including, but not limited to, cups or premium items, shall be made available, sampled, advertised and/or promoted at or by UW Oshkosh.

1.2.2 Objectives

The University intends to support institutional programs and mission through the pouring rights royalties given to the institution for the period of the contract. In addition, the University intends to improve beverage service and increase net revenues by maximizing the availability of product, offering marketing and sales opportunities, and developing strategies that benefit the University of Wisconsin Oshkosh and the beverage provider. Current research indicates increases in overall sales in retail outlets.

1.3 Contracting Agency

This Request for Proposal (RFP) is issued by the University of Wisconsin Oshkosh which is the sole point of contact for this RFP. The contact person for managing the procurement process is:

Brian Klinger
Administrative Services-Purchasing
University of Wisconsin Oshkosh
800 Algoma Blvd.
Oshkosh, WI 54901

Phone: 920.424.0317
Fax: 920.424.0785
E-mail: klingerb@uwosh.edu

The contract resulting from this RFP will be administered by the University of Wisconsin Oshkosh through the Vice Chancellor of Administrative Services and/or designated contract administrator. The contract administrator will assign a person to be responsible for day-to-day operations, support, and contract compliance.

1.4 Definitions

The following definitions are used through the RFP:

Athletic Department means the NCAA Division III program of the University of Wisconsin Oshkosh. **Case** twenty-four (24) units per, unless otherwise specified.

Contract means the written agreement that will be entered into by the University of Wisconsin Oshkosh and the successful Proposer.

Contract Administrator means the person designated by the University of Wisconsin Oshkosh to administer the contract

Contractor means proposer awarded the contract.

Contract Period means the consecutive time period life of the contract beginning on July 1, 2016 and ending on June 30, 2023 with an option for three (3) one-year renewals. Contract may run up to a period of ten (10) years.

Debit Card Readers means Vending Transaction Device as supplied by CBORD.

Dining Service and Campus Venues means the locations specified on campus

Equipment and Service means all the equipment and shall include any services described therein.

Exclusive Soft Drink Pouring and Vending Rights means the exclusive right to designate the brand of Soft Drinks, Isotonic Beverages, teas, energy drinks, waters, enhanced waters, coffee drinks, high end specialty drinks and bottled or canned juices (not poured juices dairy drinks or milk) to be served, sold, vended, dispensed by the University of Wisconsin Oshkosh. This includes facilities owned, leased or rented by the University. This does not include off campus individual purchases for use in campus residences or personal offices. **The University reserves the right to select the appropriate isotonic beverage and water for their athletic program.**

Exemptions include, but are not limited to: milk, tap water, hot chocolate, dispensed juices, juice blends, dairy drinks, hot and iced coffees and teas, energy drinks, Fair Trade, organic, and all alcoholic and non-alcoholic beer, liquor, and wine beverages. Exceptions include, but are not limited to: milk, tap water, hot chocolate, dispensed juices, juice blends, dairy drinks, hot and iced coffees and teas, energy drinks, and all alcoholic and non-alcoholic beer, liquor, and wine beverages.

Fiscal Year means a consecutive twelve (12) month period commencing on July 1 and ending on June 30.

Isotonic Beverages means beverages commonly referred to as “sport drink” beverages.

Pouring Rights Royalties means the cash payment offered by a Proposer to obtain exclusive soft drink pouring and vending rights at the University of Wisconsin Oshkosh over the contract time period covered by the contract.

Proposal means the package on which the Proposers will propose.

Proposer/Vendor means a firm submitting a proposal in response to this RFP in accordance with the requirements specified herein.

Purchasing means the University of Wisconsin Oshkosh, Administrative Services-Purchasing Department.

Soft Drink Beverages means all carbonated and non-carbonated soda and bottled or canned beverages including waters, teas, drinks and isotonic beverages. Exceptions include, but are not limited to: milk, tap water, hot chocolate, dispensed juices, juice blends, dairy drinks, hot and iced coffees and teas, energy drinks, and all alcoholic and non-alcoholic beer, liquor, and wine beverages.

State means State of Wisconsin.

Sponsorship Opportunities means any, all, or combination thereof, of the sponsorship opportunities and support of athletic events, campus events, or other opportunities paid for by the Pouring Rights Royalties.

University means the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin Oshkosh.

University Athletic Department Venues means the athletic facilities.

University Of Wisconsin Oshkosh Campus Venues means all University owned acreage including, but not limited to any and all athletic facilities, business offices, residence halls, classrooms, classroom laboratories, restaurants, dining halls, concession areas, retail food outlets, student centers, and all other buildings or facilities which currently comprise the University of Wisconsin campus or which may be acquired or constructed during the term of this agreement and which are operated by or in conjunction with the campus, except where specifically excluded.

Vending Venues means all soft drink beverage vending machines.

1.5 Contract Overview

1.5.1 University of Wisconsin Oshkosh shall provide the following to Proposer:

- A. Exclusive Soft Drink Pouring and Vending Rights for the University of Wisconsin Oshkosh campus for the Contract Period; and
- B. UW Oshkosh campus Sponsorship Opportunities to the vendor for the Contract Period (reference UW-Oshkosh Athletics Advertising Inventory)

1.5.2 It is expected that the Proposer shall provide to the University of Wisconsin Oshkosh:

- A. Provide quality equipment and services.
- B. Pay to the University of Wisconsin Oshkosh for the Contract Period and pursuant to the payment terms set forth in the applicable annual Pouring Rights Royalties for sponsorship support to the University.
- C. Pay to the University of Wisconsin Oshkosh the annual guaranteed vending commission for the Contract Period or the vending commission based on total vending sales, whichever is greater.
- D. Annually provide marketing and advertising strategy meetings.
- E. University Dining/Reeve Union, our campus dining contractor, departments and offices and contractors on campus shall receive the contract pricing for fountain and canned bottled beverages.
- F. As requested, the Proposer shall be required during the life of the contract to provide fixed promotional signage and/or banners as needed at the University at the expense of the proposer. Includes and new, updated or revised signage on campus.

- G. Install CBORD approved vending readers on equipment and pay annual maintenance directly to CBORD with coordination from University.
- H. Provide without charge eight hundred (800) cases of 12 oz canned soda or bottled water beverage allocation per year. Cases are used for special events and not for retail sale.

1.6 Inclusions for the Contract

1.6.1 Service Venues

“Service Venues” shall mean the following Dining Service facilities and operations:

- Reeve Memorial Union includes the Marketplace, Titan Underground, Mi Taza, Catering, Café Clow and the Corner Convenience Store.
- Blackhawk Commons is a facility located on the southeast end of campus. This facility serves the resident and commuter students, faculty, staff and guests of the University. Blackhawk Commons is an “all you care to eat” option and serves approximately 3,400 meals daily during the academic year.
- Retail Outlets include: Café Clow, Polk and Halsey Mi Taza to go, Sage Café, and Scotty’s. These are the current satellite locations as of February 2016.

1.6.2 Athletic Department Venues

- All “Athletic Department Venues” shall mean all facilities where athletic events are scheduled.
- On-Campus Athletic Events are all athletic related events on campus.

1.6.3 General Campus Venues

- General Campus shall mean all campus buildings and grounds associated with the University of Wisconsin Oshkosh.

1.6.4 Other Inclusions

- Campus Soda and Beverage Vending: This vending contract includes soda, juice, isotonic, enhanced waters, power drinks, bottled juice and coffee drinks, and waters
- Campus Pouring Rights and Canned/Bottled Beverage sales in Units not specifically excluded.

1.7 Exclusions for the Contract

Locations excluded and percent of beverage shelf space allotted for competing products from this contract:

- Options for 40%, 30%, 20% or 10% of all beverage space at the Corner Convenience Store (Alternate Pouring Right Royalties proposals as options for lesser percentages for the Corner Convenience Store).
- 100% of all canned beverage slots in Titan Underground

To serve competing products, Catered events will be allowed to provide the beverage of choice to customers only with written permission from the University.

Products excluded from the contract:

- Snack Vending
- Milk, hot chocolate, coffee, non-alcoholic “beer” and “wine” beverages, alcoholic beverages, dairy and fruit drinks, fair trade and organic and specialty draft and bottle sodas (such as Sprecher) as well as custom drinks such as Italian sodas.
- The Athletic Department reserves the right to select the appropriate isotonic beverage and water for their athletic program.
- UW Oshkosh labeled water, currently Titan Water.

- Excluded sales units may have competing product and point of purchase displays within their units. However, these products may not be advertised or promoted at UW Oshkosh.
- Other items as determined by the University

1.8 Clarification and/or Revisions to the Specifications and Requirements

Any questions concerning this RFP must be submitted in writing on or before **April 27, 2016 by 5:00 p.m. CST, to:**

Brian Klinger
Administrative Services-Purchasing
University of Wisconsin Oshkosh
800 Algoma Blvd.
Oshkosh, WI 54901

Phone: 920.424.0317

Fax: 920.424.2240

E-mail: klingerb@uwosh.edu

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP DOCUMENT at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should notify immediately the above named individual of such error and request modification or clarification of the RFP.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP.

Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

Any contact with State employees concerning this RFP are prohibited, except as authorized by Brian Klinger, UW Oshkosh, Administrative Services-Purchasing, during the period from date of release of the RFP until the notice of intent to contract is released.

1.9 Site Visit/Vendor Conference

Proposers are invited to inspect the project site prior to submitting the Proposal to determine all needs associated with the contract. Failure to inspect adequately shall not relieve the contractor from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

Top scoring vendors based on an evaluation of the written Proposal may be required to participate in interviews and/or site visits to support and clarify their proposals, if required by the University. The University will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to both parties.

A site visit is scheduled for **April 20, 2016 at 9:00 a.m. in Reeve Memorial Union, Room 221**. The site visit will also include proposers interested in submitting a proposal for the Isotonic Sports Drinks Contract for UW-Oshkosh Athletics. Failure of a Proposer to attend a site visit on the date scheduled may result in rejection of the vendor's Proposal. A map of the campus can be accessed here: <http://www.uwosh.edu/map/>

1.10 Reasonable Accommodations

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a proposal opening/vendor conference contact Brian Klinger, Administrative Services-Purchasing, 920.424.0317.

1.11 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the State. In the event that the State finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

<u>DATE</u>	<u>EVENT</u>
April 7, 2016	Date of issue of the RFP.
April 20, 2016 at 9:00 a.m.	Site Visit/Vendor Conference
April 27, 2016 at 5:00 p.m.	Last day for submitting written inquires.
May 10, 2016 at 2:00 p.m	Proposals Due (FIRM)
June 2016	Award Notification (Estimate)
July 1, 2016	Contract start date.

1.12 Contract Term

The contract shall be effective on the purchase order or the contract execution date and shall run for seven (7) years from that date, with an option of the University, and by mutual agreement of the University and the contractor, to renew for three (3) additional one-year periods. The contract may run for a period of ten (10) years.

1.13 VendorNet Registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$50,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$50,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

SECTION 2: PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's Proposal plus references and any required on-site visits or oral interviews. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

2.2 Incurring Costs

The University is not liable for any cost incurred by proposers in replying to this RFP.

2.3 Submitting the Proposal

Proposers must submit two (2) hard copies and seven (7) electronic copies on a USB thumb drive of the Proposal of all the materials minus the Financial Component.

An original hard copy Proposal with the Financial component must be sealed and submitted as a separate package. The outside of the package must be clearly labeled with the words "Proposal with Financial Component, **"RFP#BPK-16-098A Exclusive Soft Drink and Pouring Rights"** and name of the vendor and due date.

PROPOSALS SUBMITTED TO:

Brian Klinger
Administrative Services-Purchasing
University of Wisconsin Oshkosh

Dempsey 236
800 Algoma Blvd
Oshkosh, WI 54901

Proposals must be received in the above office by the specified time stated above. All proposals must be time-stamped as accepted by the Purchasing Office by the stated time. Proposals not stamped will be rejected. Receipt of a proposal by the State mail system does not constitute receipt of a proposal by the Purchasing Office, for purposes of this RFP.

To ensure confidentiality of the document, all proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- RFP title and number
- Proposal due date

2.4 Proposal Organization and Format (Hard Copy and Electronic Versions)

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Electronic versions must be created in Searchable PDF format (Microsoft platform) and submitted on CD or thumb drive. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections must contain responses submitted to address the following:

PROPOSAL

Cover Page

Introduction

History

Program Component (Section 3.4)

Quality of Equipment and Services

Marketing and Advertising Strategies and Support

Mandatory Requirements (Section 4.0)

Equipment Requirements (Section 5.0)

Equipment and Facilities Maintenance Replacement and Sanitation (Section 6.0)

Vending Cold Beverage Service (Section 7.0)

General Conditions (Section 8.0)

Executed Contract Signature Page (Section 10)

Financial Component (Section 12, Financial Component)

Pouring Rights Royalties

Vending Commissions

Value of Fountain and Canned/Bottled Beverages

Required Forms

Designation of Confidential and Proprietary Information (DOA-3027)

Vendor Information (DOA-3477)

Vendor Reference (DOA-3478)

2.5 Multiple Proposals

Multiple Proposals from a vendor will not be permissible with the exception that each Proposer shall provide alternate Pouring Rights Royalties for a 40%, 30%, 20% and 10% Corner Convenience Store exclusions for competing products.

2.6 Certification of Independent Offer Determination

By submitting a Proposal, the Proposer certifies, and in the case of a joint Proposal, to its own firm, that in connection with this Proposal.

2.7 Conflict of Interest

By submitting a Proposal, the Proposer certifies that no relationship exists between the Proposer and the University that interferes with fair competition or is a conflict of interest; and no relationship exists between such Proposer and another person or firm that constitutes a conflict of interest that is adverse to the University.

2.7.1 Independent Offer. The Proposal has been arrived at independently, without consultation, communication or contract with any competitor for the purpose of restricting competition, and;

2.7.2 Offer Disclosure. Unless otherwise required by law, the offer cited in this Proposal has not been and will not be knowingly disclosed by the Proposer prior to opening directly or indirectly to any other Proposer, and;

2.7.3 Restriction of Competition. No attempt has been made, nor will be made by the Proposer, to induce another person or firm to submit or not submit a Proposal for the purpose of restricting competition.

2.8 Proposal Signatory Authority

Each person signing this Proposal certifies that:

- 2.8.1 Offer Responsibility. The person responsible for the decision to make the offer and has not nor will not participate in any action contrary to 2.7.1 through 2.7.3; OR
- 2.8.2 Agent Authorization. Not the person responsible for the decision to the offer, but has been authorized in writing to act as agent to quote for the persons responsible for such decisions; has the authority to certify that such persons have not and will not participate in any action contrary to 2.7, and as their agent certifies this; and has not participated nor will not participate, in any action contrary to 2.7.1 through 2.7.3.

2.9 Withdraw of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal in writing at any time up to the proposal closing date and time. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to the RFP project manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal closing date and time.

SECTION 3: PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Review

The proposals will be reviewed initially to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in rejection of the proposal. In the event that all vendors do not meet one or more of the mandatory requirements, the State reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

The University shall only consider Proposals from financially responsible firms presently engaged in the business of manufacturing, distributing or selling soft drink beverages, or licensing any such rights.

3.2 Proposal Review and Scoring

The successful Proposer will at a minimum be required to meet all of the mandatory requirements, equipment, service and product requirements (except the exclusions listed) and general conditions. Once the minimum requirements are met, accepted Proposals will be reviewed against the stated criteria. A Proposer may not contact any member of a review committee except at the University's direction. The committee may review references, request interviews, and/or conduct on-site visits and use the results in review the Proposals.

Various costing methodologies and models are available to analyze the cost information to determine the lowest cost to the agency. The agency will select one method for scoring costs and will use it consistently throughout its analysis of all the cost proposals. The selected methodology will be available at the proposal opening or by calling the RFP contact person identified in Section 1.5.

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. A proposer may not contact any member of an evaluation committee except at the State's direction. The committee may review references, request interviews, and/or conduct on-site visits and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

3.3 Evaluation Criteria Point Assignment

Accepted Proposals will be evaluated by the University on a point basis. Review and selection of a Proposal will be based on the analysis of the two major components: Program and Financials. The Program component will be based on a combination of quality of equipment and services, marketing and advertising strategies and overall program proposal. The Financial component shall be based on a combination of pouring rights royalties, vending commissions and value of fountain and bottled/canned beverages. Both components will be evaluated to maximize the total return to the University for the time period specific in the Proposal. Oral interviews may be required after the written proposals are received. Failure to attend an oral interview may result in rejection of the Proposer's proposal.

3.3.1 Program Component

Quality of Equipment and Services	200
Marketing and Advertising Strategies	200
Sustainability Initiatives	50
Overall Program Proposal	<u>50</u>
PROGRAM total points available	500 points

3.3.2 Financial Component

Pouring Rights Royalties	250
Vending Commission	150
Value of Fountain and Bottled/Canned Beverages	<u>100</u>
FINANCIAL total points available	500 points

3.3.3 Total Points Available

500 (Program) + 500 (Financial) = **1,000 maximum points awarded**

3.4 Program Component Criteria

The overall Proposal which includes the Program component will be evaluated by the committee. The proposal will be scored using a standard quantitative calculation where the most points will be awarded to the proposal offering the maximum return to the University.

3.4.1 Quality of Equipment and Service

A. Proposer shall address the below items:

- 1) Ability and Proposal to meet such equipment needs, including Proposer's willingness to use its best efforts to provide equipment that effectively operates in conjunction with overall venues;
- 2) The manufacturer, model numbers, and year manufactured for each piece of equipment that will be provided by Proposer;
- 3) For review purposes, the list price for each piece of equipment that will be provided by Proposer
- 4) The useful life for each piece of equipment that will be provided by Proposer; and
- 5) The depreciation schedule for each piece of equipment that will be provided by Proposer.
- 6) At the beginning of the Contract, provide the beginning on resettable sales reading for each machine
- 7) Scheduled plan for restocking products in machines based on demand

B. Proposer shall attach separate sheets indicating: Proposer's Proposal for replacing the equipment to ensure that the University venues continually operate with state of the art equipment. This should include campus card readers to comply with the latest technology including: cellular vending readers that accept credit and debit cards.

C. Submit a service Proposal that covers the following:

- 1) Cleaning and flushing post-mix beverage equipment;
- 2) 24 hour, 7 day per week, toll free telephone number and email for equipment support service;
- 3) A plan to respond to any fountain or vending equipment repairs within 24 business hours of notification

3.4.2 Marketing and Advertising Strategies

Proposer is invited to identify marketing staff or other corporate marketing assistance, including advertising campaigns or other support materials that may assist the University in stimulating sales, and the promotion of various products (ie. – sampling new products, promotional campaigns, etc.). Marketing and Advertising Strategies costs **are not to be** included in the Pouring Rights Royalty fee.

- 1) Describe who would provide marketing support, assistance and guidance for the University?
- 2) Describe your vision of how marketing will help the University maximize overall sales.
- 3) Describe in proposal offering additional support in the sponsorship of events, banners for special events, seasonal promotions, T-shirts, electronic message boards and printing of Reeve Union semi-annual calendars, Athletic posters and schedule cards.
- 4) What strategies would be proposed in the each year and the following years of the Contract?

3.4.3 Sustainability Initiatives

- 1) Describe your current company sustainability practices
- 2) Describe how your company may enhance sustainability practices on the UW-Oshkosh Campus

3.4.4 Overall Program Proposal

The Proposal Evaluation Committee members will score a point value on overall proposal requirements.

3.5 Financial Component Point Calculation

The Financial component will be scored by the Purchasing Office based on the below criteria. The most points will be awarded to the proposal offering the maximum return to the University. The University reserves the right to select an exclusion that is in the best interest of the University.

3.5.1 Pouring Rights Royalties

The University intends to provide sponsorship opportunities for recognition of the Proposer as the exclusive soft drink provider to the UW Oshkosh Campus. Proposer is invited to identify an annual dollar amount that will be available for the Vice Chancellor of Administrative Services and/or Contract Administrator for use on sponsorship support. Payment for Pouring Rights Royalties is due within fifteen (15) days of award of contract. Royalties from the Pouring Rights are separate from marketing and advertising strategies as mentioned in 3.4.2. The following represents sampling of the sponsorship opportunities that will be made available, also reference the Base Package from the UW-Oshkosh Athletics Advertising Inventory list as included items:

- A. Recognized as an official sponsor of high profile campus and community events
- B. Athletic Venues
- C. Vendor sponsored Student Scholarships
- D. Any other items

Cash commitment ÷ Highest Cash Commitment x Max Points Available = Score

3.5.2 Vending Commission

The commission on vended beverages will be evaluated on the highest commission percentage paid to the University as proposed by the vendor. Point values will be assigned to the commission percentage return on each category of beverage.

Percentage Commitment ÷ Highest Percentage Commitment x Max Points Available = Score

3.5.3 Vending Minimum Annual Guarantee

The proposer shall annually guarantee a minimum payment to the University for Vended Beverage Sales. The percentage on vending product or a minimum annual guaranteed commission per year of one hundred fifty thousand dollars (\$150,000), whichever is greater.

3.5.3 Value of Fountain and Bottled/Canned Beverages

The annual cost of fountain, bottle and canned beverages will be based on the estimated annual use and submitted proposal cost to UWO. The Proposal offering the lowest annual cost based on the annual usage estimates will score the most points using the below formula:

$$\text{Total Annual Cost} \div \text{Lowest Annual Cost} \times \text{Max Points Available} = \text{Score}$$

3.6 Right to Reject Proposals and Negotiate Contract Terms

The University reserves the right to accept or reject any part of any Proposal, or to request modification or clarification of any part of a Proposal, and to accept or reject any Proposals without penalty.

The University may negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

3.7 Award and Final Offers

The University will compile the final scores (Program and Financial cost) for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested by the State and submitted by the vendor, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring proposer. However, a proposer should not expect that the State will request a final and best offer.

3.8 Notification of Intent to Award

All vendors who respond to this RFP will be notified in writing of the State's intent to award the contract(s) as a result of this RFP.

After notification of the intent to award is made, and under the supervision of agency staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. in Administrative Services-Purchasing. Vendors should schedule reviews with Brian Klinger, Administrative Services-Purchasing at 920.424.0317.

3.9 Appeals Process

Notices of intent to protest and protests must be made in writing. Protesters should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code Provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be sent to the Vice Chancellor of Administrative Services c/o Brian Klinger, University of Wisconsin Oshkosh, 800 Algoma Boulevard, Oshkosh, WI 54901 and received no later than five (5) working days after the notice of intent to award is issued.

The written protest must be received in the office no later than ten (10) working days after the notice of intent to award is issued.

The decision may be appealed to the Secretary of the Department of Administration within five (5) working days of the issuance of that decision with a copy to Brian Klinger.

SECTION 4: MANDATORY REQUIREMENTS

4.1 Vendor Qualifications

The Proposers response must clearly demonstrate the capacity to handle the needs stated in this Proposal. The University reserves the right to request supplementary information deemed pertinent to assure Proposers competence, business organization, and financial resources adequate to successfully perform services. Provide on company letterhead a concise, detailed description of the following:

- 4.1.1 Name and address of your operating firm, names of owners or principles of your firm. If a corporation, provide date of incorporation and President's name. If other than corporation or partnership, describe organization and name of principals. Include a company history outlining your company's mission.
- 4.1.2 Provide name, addresses and phone number of contact person from at least three locations where you provide soft drink products and services to universities of similar size to the University of Wisconsin Oshkosh and/or beverage service to relevant commercial or institutional dining operations of similar size to the University of Wisconsin Oshkosh campus.
- 4.1.3 Provide historical background and capabilities of your company with special emphasis on your ability or your licensee's or other agent's ability to provide Soft Drink Beverages, equipment for serving and dispensing the Soft Drink Beverages and related support services to facilities of comparable size and complexity to the University of Wisconsin Oshkosh Service Venues.
- 4.1.4 List and describe any claims or lawsuits that have been made against you for non-performance or inadequate performance as a provider of beverages and related services or as a licensee or recipient of other similar rights to pour and/or sell your brand of beverages at an athletic or dining service facility or other similar facility, building or event.

4.2 Vendor Requirements

- 4.2.1 Pay to the University annually a Pouring Rights Royalties fee for sponsorship support to the University.

The below requirements are not included in the Pouring Rights Royalties:

- 4.2.2 University Dining/Reeve Union, our campus dining contractor, departments and offices and contractors on campus shall receive the contract pricing for fountain, bottled and canned bottled beverages.
- 4.2.3 Pay to the University of Wisconsin Oshkosh the minimum annual vending commission of one hundred fifty thousand (\$150,000) for the Contract Period OR the vending commission based on total vending sales, whichever is greater.
- 4.2.4 The contractor is required to purchase, install, and pay all associated annual maintenance fees to CBORD for University and CBORD approved IP vending readers (reference 5.26 and 7.1.2). As an option, the University would also assist in the installation of cellular vending readers that are CBORD compliant with the understanding that the contractor is responsible for all fees associated to CBORD for their UGRYD system. UGRYD is CBORD's cloud-based transaction routing system which enables the cellular vending reader transaction processing against the campus card, Odyssey PCS system. Cellular vending readers enable additional payment options

like Visa, MasterCard, Discover, AMEX, Google Wallet and Apple Pay. All equipment must be purchased directly from CBORD. Vending Readers must be Payment Card Industry (PCI) compliant up to the most current version of software.

- 4.2.5 The successful Proposer shall be required at any time during the life of the contract to provide menu boards and/or banners as needed in current campus venues, including any new constructed buildings on campus. Proposer must agree to work with the contract administrator to assure that the equipment and signage adequately meet the ongoing needs of the University and is aesthetically pleasing. Indicate Proposer's ability and describe Proposal to meet this requirement.
- 4.2.6 Provide without charge a eight hundred (800) case 12 oz. canned soda/bottled water beverage allocation annually.

SECTION 5: EQUIPMENT REQUIREMENTS

- 5.1 Contractor shall provide all equipment as specified in Proposal.
- 5.2 The University and Contractor shall determine installation location of the required equipment at new and existing sites by mutual agreement. The Contractor shall assume sole expense and risk to place, install and maintain all soft drink dispensing and holding equipment. Where necessary, electricity, water and waste drainage shall be brought to the equipment by the University. All installation and alterations to the existing space and facilities shall have prior approval of the Contract Administrator or area designee.
- 5.3 **University Dining Service Equipment**
 Postmix equipment meeting or exceeding specifications of existing units, to be furnished on this contract, shall be new and furnished at no charge to the University. The Contractor will provide all materials, accessories and labor required for proper installation. Contractor instruction regarding setting and adjustment of the Brix reading to meet standards, and daily cleaning type of maintenance, shall be provided to the using locations as required. Dispensers operate with their own electrical refrigeration unit for service of cold beverages. All equipment, beverage and CO2 cylinders, hoses and other accessory components must be maintained in good condition at no charge by the Contractor or be promptly replaced. If repairs/replacement cannot be completed within 24 hours, reasonable explanations must be given to the contract administrator, and if the contract administrator deems the reasons plausible and reasonable, there will be no penalty. Otherwise a \$100.00 per day charge will be charged to the Contractor. All equipment provided on this contract must be insured by the Contractor with complete coverage for any damage, theft, etc, incurred during the entire contract period. Equipment additions and deletions during the period of contract must be approved by the UW Oshkosh University Dining office in writing. Any contracts or agreements for additional equipment must be signed by the UW Oshkosh Purchasing Office.

Equipment required on campus

BUILDING	MACHINE(S)	# FAUCETS	ICE MAKER
BLACKHAWK COMMONS	2-Soda Fountains	8	No
2Go@BHC room	1 each glass 2 door cooler in 2Go@BHC room 1-Soda Fountain	n/a 8	n/a No
SCOTT HALL RESTAURANT	1 Soda Fountain 2 each 2 Door Glass Coolers	6 n/a	No n/a
HALSEY MI TAZA	2 each sliding glass 2 door coolers	n/a	n/a
CLOW Coffee Shop	2 each sliding 2 door coolers	n/a	n/a
REEVE UNION MARKETPLACE	3-Countertop Coolers 3-Soda Fountains	n/a 8	n/a No

SAGE CAFÉ	2 glass single door coolers	n/a	No
SAGE CAFÉ To Go area	3-2 door sliding glass coolers	n/a	n/a
TITAN UNDERGROUND	Soda Fountain Gun type, under bar, remote unit	6	No
KOLF CONCESSIONS	4 each Glass 2 Door Coolers	n/a	n/a
STADIUM CONCESSIONS	4 each Glass 2 Door Coolers	n/a	n/a
TIEDEMANN FIELD CONCESSIONS	4 each Glass 2 Door Coolers	n/a	n/a
ALBEE HALL Concessions area	2 each Glass 2 Door Coolers	n/a	n/a
Corner Convenience Store	4 each Glass 2 Door Coolers	n/a	n/a

- Additional Units will be required as new locations are added on campus and as current locations change
- New equipment Energy-star rated

5.4 Location and Description of Required Vending Equipment, presents the initially required minimum equipment; but it is intended that at regular intervals during the duration of the contract the amount of required equipment shall be examined by the University and contractor with the objective of providing the best possible service to the students, staff, faculty, and guests. All equipment must be in compliance with the American with Disabilities Act (ADA). All machines shall be capable of having debit card readers (currently CBORD readers with magnetic stripe reading capabilities). All machines shall have these readers installed at the Contractor's expense. Any exceptions must be approved in writing by the Vice Chancellor of Administrative Services and/or contract administrator.

The contractor shall provide multi-priced beverage vendors. Changes of product and equipment shall require prior approval of the University. The wholesaler may provide the University cold beverage vending equipment in compliance with Wisconsin Administrative Code, Agr. Chapter 129. The contractor shall coordinate the ordering, delivery, repair requirements and return of the soda vending equipment. All cold beverage vending equipment shall remain the property of the bottler/wholesaler on loan to the University.

The contractor shall stock, maintain, service and repair all equipment. The contractor shall provide the labor and parts required for equipment repair at no charge to the University. Contractor shall clean and service the soft drink dispensing and holding equipment.

5.5 Location and description of required Vending Equipment:

UW Oshkosh Beverage Pouring Rights Vending Machines, Locations, and Approximate Annual Sales Volumes

Rolling 12 months 12-22-2013 thru 12-20-2014						
Active Assets: 70						
Asset Location	Asset Description	CBORD Card Reader	Asset Content	Mech Rate	Rolling 52 WK Volume (Cases)	Total Sales tax included:
A&C 1st fl bottle	Vend Variety MED 72"	1	Bottle	\$1.50	126.65	\$4,559.40
A&C 2nd fl bottle	Vend Variety MED 72"	1	Bottle	\$1.50	28.98	\$1,043.28
A&C Base Bottle	Vend Variety MED 72"	1	Bottle	\$1.50	32.94	\$1,185.84
A&C Glass	Vend Glass Front 72" Robotic	1	Variety	\$1.73	336.54	\$13,973.14
Albee Hall 1	Vend Variety MED 72"	1	Bottle	\$1.72	48.86	\$2,016.94
Albee Hall 2	Vend Variety MED 72"	1	Bottle	\$1.50	36.13	\$1,300.68
Dempsey 3rd fl	Vend Variety MED 72"	1	Bottle	\$1.50	28.24	\$1,016.64
Dempsey bottle	Vend Variety MED 72"	1	Bottle	\$1.50	82.99	\$2,987.64
Dempsey glass	Vend Glass Front 72" Robotic	1	Variety	\$1.74	70.69	\$2,952.01
Donner Bsmt btl	Vend Variety MED 72"	1	Bottle	\$1.52	138.97	\$5,069.63
ERIC labs	Vend Variety MED 72"	0	Bottle	\$1.50	3.45	\$124.20
Evans base bottle	Vend Variety MED 72"	1	Bottle	\$1.50	70.25	\$2,529.00
Fletcher 3rd fl East can	Vend SM 66" or <300 Cans	0	Variety	\$0.75	27.62	\$497.16
Fletcher 3rd fl West can	Vend SM 66" or <300 Cans	0	Variety	\$0.75	25.5	\$459.00
Fletcher bsmt north btl	Vend Variety MED 72"	1	Bottle	\$1.50	87.52	\$3,150.72
Fletcher bsmt south btl	Vend Variety MED 72"	1	Bottle	\$1.50	92.18	\$3,318.48
FMT Base Can	Vend Variety MED 72"	1	Variety	\$0.75	35.07	\$631.26
Gruen Glass	Vend Glass Front 72" Robotic	1	Variety	\$1.78	403.85	\$17,252.47
Gruen North Bottle	Vend Variety MED 72"	1	Bottle	\$1.50	126.85	\$4,566.60
Gruen South Bottle	Vend Variety MED 72"	1	Variety	\$1.50	289.15	\$10,409.40
Halsey Can	Vend Variety MED 72"	1	Variety	\$0.75	148.86	\$2,679.48
HALSEY GLASS FRONT	Vend Glass Front 72" Robotic	1	Variety	\$1.94	473.53	\$22,047.56
Halsey Left Btl	Vend Variety MED 72"	1	Bottle	\$1.50	137.16	\$4,937.76
Halsey Right Btl	Vend Variety MED 72"	1	Bottle	\$1.50	134.69	\$4,848.84
Harrington	Vend Variety MED 72"	1	Variety	\$0.75	23.12	\$416.16
Horizon 20oz	Vend Variety MED 72"	1	Bottle	\$1.50	186.8	\$6,724.80
Kolf Aqua	Vend Variety MED 72"	1	Bottle	\$1.50	49.43	\$1,779.48
Kolf Lobby btl	Vend Variety MED 72"	1	Bottle	\$1.50	98.08	\$3,530.88

Kolf Rm 185 Bottle	Vend Variety MED 72"	1	Bottle	\$1.50	51.22	\$1,843.92
Kolf RM 185 Gator	Vend Variety MED 72"	1	Bottle	\$1.75	69.39	\$2,914.38
North Scott bottle	Vend Variety MED 72"	1	Bottle	\$1.50	132.82	\$4,781.52
North Scott can	Vend Variety MED 72"	1	Variety	\$0.76	76.18	\$1,389.52
North Scott Glass	Vend Glass Front 72" Robotic	1	Variety	\$1.83	402.56	\$17,680.44
north scott glass	Vend Glass Front 72" Robotic	1	Variety	\$1.74	588.62	\$24,580.77
Nursing Bottle 2nd	Vend Variety MED 72"	1	Bottle	\$1.55	77.84	\$2,895.65
Nursing Can 1st	Vend Variety MED 72"	1	Variety	\$0.95	78.31	\$1,785.47
Nursing Can 2nd	Vend Variety MED 72"	1	Variety	\$0.99	56.98	\$1,353.84
Polk Aqua	Vend Variety MED 72"	1	Bottle	\$1.64	108.51	\$4,270.95
Polk Bot Left	Vend Variety MED 72"	1	Bottle	\$1.50	108.83	\$3,917.88
Polk bottle right	Vend Variety MED 72"	1	Bottle	\$1.51	126.25	\$4,575.30
Polk Glass	Vend Glass Front 72" Robotic	1	Variety	\$2.12	316.9	\$16,123.87
Polk Juice	Vend Variety MED 72"	1	Bottle	\$1.75	105.94	\$4,449.48
Radford Can	Vend Variety MED 72"	1	Variety	\$0.75	25.53	\$459.54
Reeve Bottle	Vend Variety MED 72"	1	Variety	\$1.50	138.43	\$4,983.48
Reeve Glass	Vend Glass Front 72" Robotic	1	Variety	\$1.77	191.02	\$8,114.53
Sage 1st glass	Vend Glass Front 72" Robotic	1	Variety	\$1.78	625.7	\$26,729.90
Sage 1st left	Vend Variety MED 72" HVV	1	Bottle	\$1.50	252.56	\$9,092.16
Sage 1st right	Vend Variety MED 72" HVV	1	Bottle	\$1.50	206.82	\$7,445.52
Sage 2nd glass	Vend Glass Front 72" Robotic	1	Variety	\$1.94	255.83	\$11,911.44
Sage 2nd Left	Vend Variety MED 72"	1	Bottle	\$1.50	65.29	\$2,350.44
Sage 2nd Right	Vend Variety MED 72" HVV	1	Bottle	\$1.51	92.54	\$3,353.65
Sage 3rd bottle	Vend Variety MED 72"	1	Bottle	\$1.50	103.54	\$3,727.44
Sage 3rd glass	Vend Glass Front 72" Robotic	1	Variety	\$1.77	128.31	\$5,450.61
Sage 4th bottle	Vend Variety MED 72"	1	Bottle	\$1.50	99.92	\$3,597.12
South Scott Bottle	Vend Variety MED 72"	1	Bottle	\$1.50	226.11	\$8,139.96
South Scott can	Vend Variety MED 72"	1	Variety	\$0.75	108.43	\$1,951.74
Stewart Bsmt Btl	Vend Variety MED 72"	1	Bottle	\$1.50	82.89	\$2,984.04
Student Success Cntr	Vend Glass Front 72" Robotic	1	Variety	\$1.83	39.38	\$1,729.57
Student Sucess Cntr Btl	Vend Variety MED 72" HVV	1	Bottle	\$1.50	36.26	\$1,305.36
Swart 3rd Can	Vend Variety MED 72"	1	Variety	\$0.75	34.78	\$626.04
Swart Base Btl	Vend Variety MED 72"	1	Bottle	\$1.50	55.17	\$1,986.12

Swart Base Can	Vend Variety MED 72"	1	Variety	\$0.93	44.53	\$993.91
Swart Basement Glass Frt	Vend Glass Front 72" Robotic	1	Variety	\$1.88	254.23	\$11,470.86
Taylor 1st bottle	Vend Variety MED 72"	1	Bottle	\$1.50	160.24	\$5,768.64
Taylor 1st glass	Vend Glass Front 72" Robotic	1	Variety	\$1.88	489.14	\$22,070.00
Taylor base bottle	Vend Variety MED 72"	1	Bottle	\$1.50	136.16	\$4,901.76
Webster basement can	Vend Variety MED 72"	1	Variety	\$0.75	113.6	\$2,044.80
Wellness 20oz	Vend Variety MED 72"	1	Bottle	\$1.50	88.79	\$3,196.44
Wellness Cafe	Vend Glass Front 72"	1	Variety	\$1.68	78.21	\$3,153.43
Wellness Gator Glass	Vend Glass Front 72" Robotic	1	Variety	\$2.08	363.93	\$18,167.39
Total Readers Needed:		67	Total Annual Sales: \$396,277.33			

* 2014 or newer machines required

- All machines are multi-drop buss
- Equipment Energy-star rated
- Vending Machines to use Vendmiser technology or equivalent
- All machines are to have dollar bill acceptors and CBORD readers (any exceptions must be made by the Vice Chancellor of Administrative Services and/or contract administrator)
- Annual CBORD support fees
- Any increase to the cost of running the CBORD program for vending will be passed on to the Contractor. This includes hardware, software, and maintenance of the system. Increases will be substantiated by invoices or other office documentation not to exceed \$500.00 annually.

5.6 The University requires the contractor to provide new and updated vending and related auxiliary equipment. New equipment shall be of most recent model and not manufactured prior to 2014. Updated equipment shall be 2014 model or newer, and shall be shop rebuilt and refurbished prior to installation. Canned soda and juice vendors provided with product identification graphic shall be acceptable.

For purpose of this contract, updated, rebuilt, and refurbished requires the equipment be in like new condition prior to final acceptance by the University for location on campus. Acceptance of machines will be based on compatibility with the CBORD Transaction System

New and updated equipment shall be listed as certified by the Automatic Merchandising Industry Health Code. If the 2014 model equipment has been used, it shall be inspected by the University for approval prior to installation. All updated equipment shall be subject to inspection and approval by the University prior to final installation.

The vending equipment shall be compatible in terms of decor when three or more beverage machines are placed together at one location. The vending equipment shall be the same height to give uniformity of appearance, except as otherwise mutually agreed by the University and contractor. The University shall install and pay the costs of any decorative motif.

The cold beverage machines shall be equipped with non-reset electronic sales totalizers and selection panels which have the capability to provide digital display of total sales. Cash collections reports, debit card sales, reported sales, inventory control records, and non-reset item sales counters and totalizers, revenues shall be audited on a schedule, determined by the University Auditor, to verify the contractor's inventory control and reported commissions.

The contractor shall provide the University with invoice copies to verify new vending equipment purchases are in compliance with contract requirements. Initial and subsequent installations of new and updated vending equipment shall be identified by type of equipment, serial number, manufacturer's meter readings and location. These listings are to be provided to the University not later than thirty (30) days after the effective date of the contract.

After the start of this contract, the contractor shall not add or remove vending or auxiliary equipment without prior written approval of the Vice Chancellor of Administrative Services and/or contract administrator. All scheduled revisions shall be recorded on the monthly revenue and equipment commission report.

- 5.7 At regular intervals during the contract, the amount of required equipment shall be examined by the University and the contractor with the objective of providing the best possible service to eligible users.
- 5.8 Equipment shall be maintained throughout the life of the Contract free and clear of any liens, mortgages, and encumbrances unless otherwise agreed by the University. Contractor shall institute and maintain a program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning soft drink pouring equipment.
- 5.9 All material, equipment and supplies provided to the University must comply fully with all safety requirements set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA standards. During the course of this contract, the contractor is fully liable for public and private protection.
- 5.10 As "state of the art" soft drink dispensing capabilities evolve, the University and Contractor will discuss the feasibility and terms of installing equipment and programs for new technological developments at mutually agreed locations.
- 5.11 The University has a debit card program for use by students, faculty, staff, and guests for purchase of products at Residence Hall vending locations. The Contractor must purchase and maintain the card readers. The University shall be responsible for the installation of communication lines.

The contractor is required to purchase, install, and pay all associated annual maintenance fees to CBORD for University and CBORD approved IP vending readers. As an option, the University would also assist in the installation of cellular vending readers that are CBORD compliant with the understanding that the contractor is responsible for all fees associated to CBORD for their UGRYD system. UGRYD is CBORD's cloud-based transaction routing system which enables the cellular vending reader transaction processing against the campus card, Odyssey PCS system. Cellular vending readers enable additional payment options like Visa, MasterCard, Discover, AMEX, and Apple Pay. All equipment must be purchased directly from CBORD. If the contract opts for the cellular option, there cannot be an additional charge to the customers.

- 5.12 The contractor shall be responsible to provide the University with monthly debit card and cash sales by vending machine by location.

- 5.13 Where necessary, and mutually agreed by the University, utilities shall be brought to equipment by the University. The contractor shall be responsible for paying the costs of connections from the equipment to the provided utility source, including all other costs of installation of the equipment.
- 5.14 The University shall not guarantee an uninterrupted supply of water, steam, electricity or heat except that it shall be diligent in restoring service following an interruption. The University shall not be liable for any loss that may result from the interruptions or failure of any such utility services.
- 5.15 All vending equipment owned by the contractor shall remain with the contractor. However, the University agrees to take such measures as may be reasonably required, as defined by the University, for the protection against loss by pilferage or destruction. Required equipment repairs expense shall be the contractor's responsibility.
- 5.16 The vending machines shall be operated during the entire year, but with reduced selections arrived at by mutual agreement for the University vacation breaks. The contractor shall meet annually in May with the University to determine if any number of additional machines is required to service summer camps and conferences.
- 5.17 The contractor shall provide uniformed rate service attendants at high sales volume locations during peak service periods, as mutually agreed. The rate service attendants shall assist with the operation of equipment, re-stock vending items, maintain the service area in a sanitary and orderly condition, and other such services as may be required.
- 5.18 Contractor shall provide at each vending food equipment location operating instructions. The contractor shall post on every machine the following information:
- Refund location
 - University vending hotline number
 - University vending e-mail address for concerns/suggestions etc.
 - Vendor toll free telephone number to accept service calls

All information including permits, licenses and price regulation required to be posted shall be displayed in an appropriate manner agreed by the University without defacing of the facilities of the University.

- 5.19 Contractor shall provide at each vending beverage service equipment location, operating instructions and information to eligible users where malfunction reports and refund requests may be made. All information including permits, licenses and price regulation required to be posted shall be displayed in an appropriate manner agreed by the University without defacing of the facilities of the University.
- 5.20 The contractor shall be responsible for control of keys, key fobs, or proximity cards obtained from the University and the security of those areas for which and when they are used by its representatives. The contractor shall be responsible for immediately reporting all the facts relating to losses incurred equipment damage or break-ins to their equipment and areas of the University. The University shall designate the authority who shall receive these reports and be responsible for key and card issue and periodic review of key and card control.

The contractor is responsible for the purchase of padlocks and other security devices which may be required by the contractor to further ensure revenue, product or property.

The University shall provide the contractor with routine campus protection currently available to vending food service, such as night patrol, door checks, security consulting, call response, etc.

The University and contractor shall mutually determine the additional security measures required to control unauthorized access to all vending beverage service areas included in this contract.

- 5.21 The contractor shall be responsible for replacement of lost keys and the cost of rekeying and replacement of lock cylinders required as a result of their negligence and/or loss of keys.
- 5.22 Vending and auxiliary vending equipment not removed from the University locations on cancellation or expiration of this contract and/or after ten days written notice to the contractor may be removed and placed in storage by the University. All costs of removal, storage and product and revenue loss shall be the contractor's.
- 5.23 All vending equipment shall have the capability of returning change in amounts of \$0.05, \$0.10 \$0.25, \$1.00 as required, and have adequate change inventory for required returns. Any exceptions must be approved by the Vice Chancellor of Administrative Services and/or contract administrator.

All machines shall be equipped with a microprocessor controlled dollar bill acceptor as an equipment accessory for all vending locations.

All vending machine coin/bill changer mechanisms shall be electronic and maintained at the full change bank capacity and inventoried each time the machine is serviced and brought up to capacity. The coin changers shall be designed with and shall use automatic refill features.

Dollar bill and/or acceptor mechanisms on vending machines installed within the duration of this contract must be compatible with the CBORD Transaction System. Any dollar bill acceptors that do not function properly, or do not provide the desired audit outputs to the CBORD debit card readers shall be replaced or upgraded. Any and all costs associated with replacing or upgrading dollar bill validators or coin mechanisms shall be the sole responsibility of the contractor.

- 5.24 Items sold through vending equipment shall not be manually sold by vending attendants or route employees. Prior to requiring manual sales of items sold through vending equipment, high volume areas shall be equipped with additional vending equipment of the type required. Location sales during the equipment stocking processes shall not be done manually.
- 5.25 Removal of Equipment upon Termination of Contract

- 5.22.1 Upon termination or expiration of this Contract, Contractor shall vacate and return the premises to the University in the same condition at the time the Contractor entered the premises, reasonable use and wear expected.

- 5.22.2 Soft drink dispensing and holding equipment not removed from the University locations on termination of this Contract after ten (10) days written notice to the Contractor may be removed and treated as abandoned property. All costs of removal, storage and product and revenue loss shall be the contractor's.

In all locations, remote soda and CO2 lines are to remain in location and in no way be removed, damaged or destroyed.

All debit card readers installed in vending machines are the property of the successful Proposer.

5.26 Vending Reader Guide

Contractor will be required to install, service and maintain the readers on vending equipment. Currently, sixty-four (65) of the sixty-seven (68) machines will require a vending reader guide. Below is the cost quoted to install such equipment.

CBORD ITEM #VRC6790117

Value Plus Vending Reader Kit, Odyssey, BV Mount, Magnetic Stripe, Insert + Accessories

\$850 Estimated one-time fee per reader

\$128 Estimated annual fee per reader

SECTION 6: EQUIPMENT AND FACILITIES MAINTENANCE, REPLACEMENT AND SANITATION

- 6.1 The premises, equipment, supplies and facilities shall be maintained throughout the life of this contract in condition satisfactory to the University and in compliance with Chapters HSS 196 and HSS 198 of the Wisconsin Administrative Code and Sec. 50.50(4), Wisconsin Statutes. The contractor shall adhere to the highest standards of cleanliness and sanitary practices, including beverage and equipment handler's appearance and performance in the preparation, service, transport and storage of beverage and related items. Structural, utility and equipment changes necessary in order to comply with such requirements shall be made by the University at its expense.

The contractor shall maintain in a sanitary condition all vending machines. The customer contact surfaces of all equipment including selector buttons, knobs and handles shall be cleaned with germicidal solution applied with disposable toweling. Visible products residue shall be removed with warm water and detergent before application of the germicide.

The external cabinet of all vending machines, including cabinet tops, shall be kept free from dust and other contaminants. Screens, compressor zones and condensers shall be inspected regularly for dust, seepage and other residue and shall be kept clean.

Contractor's employees shall be responsible for inspecting under and behind the vending machines and supplemental equipment for evidence of dirt, debris and vermin. When cleaning of these areas is required, the contractor shall provide access, by kick plate (skirt) removal or machine movement, and advise the University of the need for cleaning.

- 6.2 Consultant inspectors of the Wisconsin State Division of Environmental Health and Milk Certification Section and/or Agent Health Departments of the division and campus safety personnel and environmental health specialists shall have complete cooperation and access to all vending service, production and storage areas for inspections which they may conduct. These inspections may be at the request of the University or on said agency's own discretion. A management representative of the contractor shall conduct equipment and facilities maintenance and sanitation inspections periodically. A copy of all inspection reports shall be furnished to the University by the contractor. The contractor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten days notification from the inspecting agency and by mutual agreement of the University.
- 6.3 The contractor shall institute and maintain a program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning equipment. This program shall be described in detail with each Proposer specifying equipment and parts on-hand to meet emergencies and routine maintenance and repair. The University shall not perform maintenance or repair on any equipment of the contractor or that on loan to the University.

The University shall institute a preventive maintenance program and regular replacement of worn, damaged or malfunctioning non-vending capital equipment and related facilities. The program shall be paid by the University and executed with the full cooperation of the contractor.

- 6.4 The contractor shall provide on call, as needed, vending and auxiliary equipment maintenance and repair service 24 hours a day, seven days a week so as to minimize equipment down time should malfunctions be reported. The contractor shall respond to equipment service and repair calls/reports within a maximum of three (3) hours between the hours of 7:00 AM and 7:00 PM, Monday through Friday, and

three (3) hour response time during weekends. Equipment which cannot be returned to full service within 72 hours of notification of needed repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service. The equipment repair service shall respond to emergency and daily routine maintenance requirements in a manner which limits equipment down time and customer inconvenience. The contractor shall provide the University a toll free number to call or accept long distance calls for required service.

- 6.5 The contractor shall maintain a continual program of equipment replacement in locations where obsolescence becomes a factor resulting in potential service or sales reduction.
- 6.6 The contractor shall keep the University informed on new industry security measures in use. The University shall institute or execute such measures required to accomplish maximum property, product and revenue security when presented in writing by the contractor and mutually agreed by the University. Industry improvements on vending equipment occurring during the life of this contract shall be incorporated by the contractor on the originally installed equipment and subsequent installations where it is deemed feasible by the University and mutually agreed by the contractor. Such improvements shall include, but not be limited to: failsafe no touch burglar alarms, self-locking coin boxes and various electronic security, debit card readers and metering devices.
- 6.7 The University shall provide daily floor maintenance in the vending areas, and the contractor shall cooperate in keeping this service to a minimum. Route employees shall clean floor spillage which occurs in the process of filling or sanitizing equipment.
- 6.8 The University shall be responsible for the periodic stripping and sealing or waxing of floors in the vending areas, and shall furnish at its expense the necessary equipment, supplies and labor. The University and contractor shall mutually develop a semiannual schedule for the University to thoroughly clean and seal the floor under and in the adjacent area of vending equipment.
- 6.9 The contractor shall comply with University and State Law PL 335, policies and procedures related to recycling of waste materials, purchase of recycled materials and participate in required waste separation programs. The University shall arrange for space and/or suitable containers required for recycling. The contractor shall remove from campus all waste packaging, master cartons, boxes, etc., from the vending service and storage areas. Wisconsin law requires a phased-in recycling program. The contractor shall assist the University with various recycling programs and assist in providing data supporting recycling program participation.

The contractor shall develop programs, approved by the University, to reduce the use of disposable items that are not recyclable and separate for recycling the following materials that are generated as solid waste by the University and contractor:

- Aluminum containers, foil, food containers
- Corrugated paper or other container board
- Foam polystyrene, formed and filler material
- Glass containers
- Magazine or other material printed on similar paper
- Newspaper or other material printed on newspaper
- Office paper
- Plastic containers #1, #2, #6
- Metal containers, aerosol cans, paint cans
- Containers for carbonated or malt beverages that are primarily made of a combination of steel and aluminum

- Waste metals, waste oils, clear plastic/shrink wrap, fabric, textiles, tires, batteries, laser printer cartridges, poly coated aseptic containers, cooking oils, dinnerware.

6.10 The University shall provide waste containers, bag liners, and recycling containers in the vending areas, where necessary, and in sufficient number, to maintain sanitary standards for trash disposal. All waste containers and recycling containers shall be kept in a clean and satisfactory condition at all times, and emptied as necessary by the University.

6.11 The University shall be responsible for the costs of insect and pest control in all vending service and storage areas. The contractor shall maintain maximum insect and pest control for its products and equipment.

All losses of equipment supplied as a part of this Agreement incurred by Contractor for whatever cause, including but not limited to fire, accident, theft or vandals, shall be the sole responsibility of the Contractor.

SECTION 7: VENDING COLD BEVERAGE SERVICE SPECIFICATIONS

- 7.1 The University desires a sound, well-managed vending beverage service which will serve the varied components of the University, reflect the professional attitudes that will enhance the image of the University, and provide its customers consistent and predictable service. The vending beverage service shall be a supportive service for student activities and react to the changing trends in the vending industry (debit card vending) and changes in campus demographics.
- 7.1.1 The University utilizes the CBORD Transaction System –. The University has implemented a vending debit card program for use by students, faculty and staff for purchase of products at select vending locations on campus. The University shall be responsible for purchase/lease of the cards, installation of communication lines, selling and establishing purchase value and vending categories for purchases.
- 7.1.2 The contractor shall be responsible for:
- A. Providing vending machines compatible with the CBORD Odyssey PCS System.
 - B. Purchasing and installing CBORD card readers in vending machines as specified above and approved by the University. Any exceptions must be approved by the Vice Chancellor of Administrative Services and/or contract administrator.
 - C. Paying any annual support fees directly to CBORD for the vending readers.
 - D. Installing / replacing readers and other technology as necessary to maintain compatibility with campus systems as well as any updates to other machine and control technology.
 - E. An annual CBORD user fee of \$7,500 payable to the University on or before January 1st of each contract year. Any increase to the cost of running the CBORD program for vending will be passed on to the contractor. This includes server hardware, software, and maintenance of the core system. Increases will be substantiated by invoices or other office documentation not to exceed \$500.00 annually.
- 7.1.3 Additional equipment added or replaced for mechanical malfunction, failure or any other reason is required to have installed CBORD vending readers prior to service if required at that location.
- 7.2 The University shall determine which is in the University's best interest regarding all such matters of the bookstore, convenience store and dining services. The contractor shall cooperate with the University to maintain comparable standards of service, menu variety and comparable portions and prices with that available in dining services.
- 7.3 Upon advance approval of the University and after advance notice to the contractor, recognized organizations shall be permitted to sell food and beverages on campus in connection with authorized University events such as bake sales, fund-raisers and student activity programs.
- 7.4 When appropriate, the University shall advise the contractor of campus functions which may require additional vending beverage service to maximize service and revenue potential. Athletic tournaments, large conferences, summer camp and department sponsored activities are examples of such functions. In May of each year the contract administrator will meet with the contractor to determine machine additions and placements for the summer.
- 7.5 Vending Minimum Portions and Product Specifications
- 7.5.1 The contractor shall comply with the portions and prices specified in this contract and those additions arrived at by mutual agreement of the University and contractor at the start of this

contract. The item-portion and price schedule included in these specifications shall serve as a price and portion guide for other items not specifically included.

- 7.5.2 One month prior to the start of the contract, the contractor shall provide a detailed listing of portions and prices of all other products intended to be served for prior approval by the University. All portion and price change requests shall be submitted to the University in writing for approval prior to implementation.

Price and portion change requests from the contractor may be submitted to the University for consideration on an annual basis. The University intends to only make price and/or portion changes July 1 of each year, and not until after the first six months of the contract. Under extenuating circumstances, and with price adjustment documentation, the University will consider price/portion adjustment requests.

The contractor shall provide the University with price and portion change requests a minimum of forty-five (45) days prior to July 1. The contractor shall provide the University with data supporting changes being recommended. After cost change verification, the University shall determine those price and/or portion changes to be approved and the effective day. The University may, in part, use the Consumer Price Index, North Central Region Averages, All Urban Consumers, Food Away From Home Index changes as a guideline in evaluating the contractor's price change proposals. The University may negotiate increased commissions on select products when cost increases are less than the amount of the sale price increases.

- 7.5.3 All prices include state and local sales tax.

- 7.5.4 Selling Price and Minimum Portion Schedule

<u>PRODUCT</u>	<u>SPECIFICATIONS</u>	<u>VENDING PRICE</u>
Soft Drink Beverages	Minimum of six (6) flavors per vendor to include cola. Other flavors and brands include water determined by mutual agreement 20 oz	\$1.50
Isotonic (Sports) Drink	20 oz.	\$1.75
Energy Drink	20 oz.	\$2.25
Waters – regular, flavored, carbonated, vitamin, etc.	16-20 oz.	\$1.50 - \$1.75
Natural Fruit and Vegetable Juices	12 oz. container 100%/Blended 16 oz. container 100%/Blended	\$1.25/\$1.50 \$1.50/\$1.75
Teas, Cold Coffees/Frappuccino	16 oz.	\$2.25

- 7.5.5 The University shall require that the vendor be able to furnish a minimum of six (6) flavors including cola, a diet cola, and other soft drinks not limited to, Root Beer, Orange, Lemon Lime, Diet Lemon Lime, Diet Caffeine-Free Cola, Isotonic (Sports Drinks), Energy Drinks, Teas and Water. Product mix and sizes by machine and location shall be determined by mutual agreement of the University and contractor. The vendor should supply a full list of product offerings with the Proposal. The University may require a sample before using a particular product.
- 7.5.6 The natural fruit and vegetable juice selections shall be grapefruit, grape, tomato, V/8 cocktail, orange, pineapple, cranberry, etc. Combination juices (less than one hundred percent (100%) juice) may be vended from the juice vendor but no more than fifty percent (50%) of the selections in the juice vendor may be combination juices. Name brands of national acceptance shall be provided; all other shall require prior University approval. At locations where a juice vendor is not provided, these products may be vended from the variable priced beverage machine and commissions shall be paid on natural juices as quoted per Proposal submittal.
- 7.5.7 The contractor shall take under advisement the University's wishes regarding such considerations as brand preference, design and material specifications of supply items, use of State products, and use of local vendors where the resulting costs do not significantly jeopardize the fixed guarantee and commissions of this contract.

SECTION 8: GENERAL CONDITIONS

8.1 Service Requirements

- 8.1.1 The Contractor shall provide the services described in the Proposal and Contractor's response to the Proposal. Contractor shall furnish all supplies, equipment, management and labor necessary to carry out the terms and conditions described herein.
- 8.1.2 Contractor agrees that items relative to obtaining Exclusive Soft Drink Pouring and Vending Rights for beverage operations not covered herein may be added by the University to this Contract without voiding provisions of the existing Contract. Additional services shall be furnished to the University by the Contractor with additional consideration.
- 8.1.3 Recognizing that successful performance of this Contract is dependent on favorable response from the users, the Contractor shall meet at least quarterly with the Contract Administrator and/or authorized student committees to effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty and staff. An early May meeting is required to plan additional machines and services for summer camps and conferences. After the initial Contract year, the parties may upon mutual agreement adjust the specific terms, commissions or guarantees of this Contract where circumstances beyond the control of either party require adjustments. All adjustments shall be proposed in writing by the University to System Administration Procurement Office for approval prior to becoming effective. All required contract amendment(s) shall be issued by the System Administration Procurement Office.
- 8.1.4 Contractor shall be financially responsible for obtaining all required permits, licenses (including parking) and bonds to comply with pertinent Board of Regents, University of Wisconsin System regulations, and municipal, county, state and federal laws, and shall assume liability for all applicable taxes including but not restricted to sales and property.
- The contractor shall furnish all supplies, equipment, management and labor necessary for the efficient operation of the specified services included in this contract, subsequent extensions and amendments.
- 8.1.5 Contractor shall provide methods of determining customer preference of product and flavors to be served at various venues. The contractor shall be alert to changing beverage trends and new market and changing diet patterns being evolved throughout the beverage service industry. As a result, the contractor shall be expected to initiate ideas for varied methods of beverage service, and by mutual agreement implement these variations within the conditions of this contract.
- 8.1.6 The University shall encourage and cooperate with the contractor to promote and merchandise services and products to the fullest to attract students, faculty, staff, and guests to enjoy and fully utilize beverage services. The contractor, with approval from the University, shall implement, merchandise and promote these new services and product variations in a manner typically used by commercial operations (e.g., sample tasting, temporary food stands). Promotion techniques may consider all campus publicity and advertisement including paid ads in authorized campus publications, radio announcements, posters, and approved point of purchase displays. National marketing promotions with the approval of the University are encouraged.

- 8.1.7 The contractor shall occupy and use the premises, as defined by the University, only for vending beverage service. The University shall not guarantee an uninterrupted supply of electricity or heat. The University shall be diligent in reporting service following an interruption. The University shall not be liable for any loss that may result from the interruption or failure of any such utility services.

Approximate Annual Volume by Machine:

UW Oshkosh Beverage Pouring Rights Vending Machines, Locations, and Approximate Annual Sales Volumes

Rolling 12 months 12-22-2013 thru 12-20-2014						
Active Assets: 70						
Asset Location	Asset Description	CBORD Card Reader	Asset Content	Mech Rate	Rolling 52 WK Volume (Cases)	Total Sales tax included:
A&C 1st fl bottle	Vend Variety MED 72"	1	Bottle	\$1.50	126.65	\$4,559.40
A&C 2nd fl bottle	Vend Variety MED 72"	1	Bottle	\$1.50	28.98	\$1,043.28
A&C Base Bottle	Vend Variety MED 72"	1	Bottle	\$1.50	32.94	\$1,185.84
A&C Glass	Vend Glass Front 72" Robotic	1	Variety	\$1.73	336.54	\$13,973.14
Albee Hall 1	Vend Variety MED 72"	1	Bottle	\$1.72	48.86	\$2,016.94
Albee Hall 2	Vend Variety MED 72"	1	Bottle	\$1.50	36.13	\$1,300.68
Dempsey 3rd fl	Vend Variety MED 72"	1	Bottle	\$1.50	28.24	\$1,016.64
Dempsey bottle	Vend Variety MED 72"	1	Bottle	\$1.50	82.99	\$2,987.64
Dempsey glass	Vend Glass Front 72" Robotic	1	Variety	\$1.74	70.69	\$2,952.01
Donner Bsmt btl	Vend Variety MED 72"	1	Bottle	\$1.52	138.97	\$5,069.63
ERIC labs	Vend Variety MED 72"	0	Bottle	\$1.50	3.45	\$124.20
Evans base bottle	Vend Variety MED 72"	1	Bottle	\$1.50	70.25	\$2,529.00
Fletcher 3rd fl East can	Vend SM 66" or <300 Cans	0	Variety	\$0.75	27.62	\$497.16
Fletcher 3rd fl West can	Vend SM 66" or <300 Cans	0	Variety	\$0.75	25.5	\$459.00
Fletcher bsmt north btl	Vend Variety MED 72"	1	Bottle	\$1.50	87.52	\$3,150.72
Fletcher bsmt south btl	Vend Variety MED 72"	1	Bottle	\$1.50	92.18	\$3,318.48
FMT Base Can	Vend Variety MED 72"	1	Variety	\$0.75	35.07	\$631.26
Gruen Glass	Vend Glass Front 72" Robotic	1	Variety	\$1.78	403.85	\$17,252.47
Gruen North Bottle	Vend Variety MED 72"	1	Bottle	\$1.50	126.85	\$4,566.60
Gruen South Bottle	Vend Variety MED 72"	1	Variety	\$1.50	289.15	\$10,409.40
Halsey Can	Vend Variety MED 72"	1	Variety	\$0.75	148.86	\$2,679.48

HALSEY GLASS FRONT	Vend Glass Front 72" Robotic	1	Variety	\$1.94	473.53	\$22,047.56
Halsey Left Btl	Vend Variety MED 72"	1	Bottle	\$1.50	137.16	\$4,937.76
Halsey Right Btl	Vend Variety MED 72"	1	Bottle	\$1.50	134.69	\$4,848.84
Harrington	Vend Variety MED 72"	1	Variety	\$0.75	23.12	\$416.16
Horizon 20oz	Vend Variety MED 72"	1	Bottle	\$1.50	186.8	\$6,724.80
Kolf Aqua	Vend Variety MED 72"	1	Bottle	\$1.50	49.43	\$1,779.48
Kolf Lobby btl	Vend Variety MED 72"	1	Bottle	\$1.50	98.08	\$3,530.88
Kolf Rm 185 Bottle	Vend Variety MED 72"	1	Bottle	\$1.50	51.22	\$1,843.92
Kolf RM 185 Gator	Vend Variety MED 72"	1	Bottle	\$1.75	69.39	\$2,914.38
North Scott bottle	Vend Variety MED 72"	1	Bottle	\$1.50	132.82	\$4,781.52
North Scott can	Vend Variety MED 72"	1	Variety	\$0.76	76.18	\$1,389.52
North Scott Glass	Vend Glass Front 72" Robotic	1	Variety	\$1.83	402.56	\$17,680.44
north scott glass	Vend Glass Front 72" Robotic	1	Variety	\$1.74	588.62	\$24,580.77
Nursing Bottle 2nd	Vend Variety MED 72"	1	Bottle	\$1.55	77.84	\$2,895.65
Nursing Can 1st	Vend Variety MED 72"	1	Variety	\$0.95	78.31	\$1,785.47
Nursing Can 2nd	Vend Variety MED 72"	1	Variety	\$0.99	56.98	\$1,353.84
Polk Aqua	Vend Variety MED 72"	1	Bottle	\$1.64	108.51	\$4,270.95
Polk Bot Left	Vend Variety MED 72"	1	Bottle	\$1.50	108.83	\$3,917.88
Polk bottle right	Vend Variety MED 72"	1	Bottle	\$1.51	126.25	\$4,575.30
Polk Glass	Vend Glass Front 72" Robotic	1	Variety	\$2.12	316.9	\$16,123.87
Polk Juice	Vend Variety MED 72"	1	Bottle	\$1.75	105.94	\$4,449.48
Radford Can	Vend Variety MED 72"	1	Variety	\$0.75	25.53	\$459.54
Reeve Bottle	Vend Variety MED 72"	1	Variety	\$1.50	138.43	\$4,983.48
Reeve Glass	Vend Glass Front 72" Robotic	1	Variety	\$1.77	191.02	\$8,114.53
Sage 1st glass	Vend Glass Front 72" Robotic	1	Variety	\$1.78	625.7	\$26,729.90
Sage 1st left	Vend Variety MED 72" HVV	1	Bottle	\$1.50	252.56	\$9,092.16
Sage 1st right	Vend Variety MED 72" HVV	1	Bottle	\$1.50	206.82	\$7,445.52
Sage 2nd glass	Vend Glass Front 72" Robotic	1	Variety	\$1.94	255.83	\$11,911.44
Sage 2nd Left	Vend Variety MED 72"	1	Bottle	\$1.50	65.29	\$2,350.44
Sage 2nd Right	Vend Variety MED 72" HVV	1	Bottle	\$1.51	92.54	\$3,353.65
Sage 3rd bottle	Vend Variety MED 72"	1	Bottle	\$1.50	103.54	\$3,727.44
Sage 3rd glass	Vend Glass Front 72" Robotic	1	Variety	\$1.77	128.31	\$5,450.61
Sage 4th bottle	Vend Variety MED 72"	1	Bottle	\$1.50	99.92	\$3,597.12
South Scott Bottle	Vend Variety MED 72"	1	Bottle	\$1.50	226.11	\$8,139.96

South Scott can	Vend Variety MED 72"	1	Variety	\$0.75	108.43	\$1,951.74
Stewart Bsmt Btl	Vend Variety MED 72"	1	Bottle	\$1.50	82.89	\$2,984.04
Student Success Cntr	Vend Glass Front 72" Robotic	1	Variety	\$1.83	39.38	\$1,729.57
Student Sucess Cntr Btl	Vend Variety MED 72" HVV	1	Bottle	\$1.50	36.26	\$1,305.36
Swart 3rd Can	Vend Variety MED 72"	1	Variety	\$0.75	34.78	\$626.04
Swart Base Btl	Vend Variety MED 72"	1	Bottle	\$1.50	55.17	\$1,986.12
Swart Base Can	Vend Variety MED 72"	1	Variety	\$0.93	44.53	\$993.91
Swart Basement Glass Frt	Vend Glass Front 72" Robotic	1	Variety	\$1.88	254.23	\$11,470.86
Taylor 1st bottle	Vend Variety MED 72"	1	Bottle	\$1.50	160.24	\$5,768.64
Taylor 1st glass	Vend Glass Front 72" Robotic	1	Variety	\$1.88	489.14	\$22,070.00
Taylor base bottle	Vend Variety MED 72"	1	Bottle	\$1.50	136.16	\$4,901.76
Webster basement can	Vend Variety MED 72"	1	Variety	\$0.75	113.6	\$2,044.80
Wellness 20oz	Vend Variety MED 72"	1	Bottle	\$1.50	88.79	\$3,196.44
Wellness Cafe	Vend Glass Front 72"	1	Variety	\$1.68	78.21	\$3,153.43
Wellness Gator Glass	Vend Glass Front 72" Robotic	1	Variety	\$2.08	363.93	\$18,167.39
Total Readers Needed:		67	Total Annual Sales: \$396,277.33			

8.1.8 The University shall have the right to make reasonable regulations on the method of service, opening and closing hours, safety, sanitation, maintenance and use of Vending Beverage Service areas and the contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all vending areas at any and all times.

8.1.9 The terms and obligations of this contract shall be applicable to vending beverage services operated in various and separate locations of the University (e.g., Student Center, etc.), including those locations leased by the University to tenants in which the specified service shall be required. Lessors of space to the University may reserve the right to determine the extent that the specified service shall be provided under this contract on their premises.

8.1.10 Prior to the start of the contract, and at any time during the life of the contract, the University, at its option, may require samples of vending products for evaluation and approval prior to sale at the University of Wisconsin Oshkosh.

8.2 Personnel, Employment and Staffing

8.2.1 Contractor shall at all times maintain on duty for the University an adequate staff of employees for efficient operation. The contractor shall provide expert administrative, purchasing, equipment consulting, and personnel supervision.

Contractor shall be responsible for supervision and control of its employees and agents while on

University property. The University reserves the right to require the Contractor to remove any employee or agent of the Contractor at any time, whether temporarily or permanently, from University property.

- 8.2.2 Contractor shall provide headquarters management staff, made known to the University by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the University on current and future vending beverage programs and act with full authority on the Contractor's behalf in all matters pertaining to Contract specifications. Contractor shall also provide marketing staff who will work with the University account to regularly promote sales.
- 8.2.3 Personnel relations of employees on the contractor's payroll shall be the contractor's responsibility. The contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel. Personnel of the contractor shall observe all regulations of the University. The University reserves the right to request the removal of any contractor employee who fails to observe all policies and regulations of the University.
- 8.2.4 The contractor shall have the resources and staff for continually providing satisfactory training and development programs for their employees at all levels of the organization. Regularly scheduled employee training shall be conducted by the contractor regarding such subjects as refrigeration maintenance, defensive driving, equipment repair, and proper sanitation. The contractor shall be responsible for the expense of such training meetings.
- 8.2.5 All employees of the contractor shall wear an approved uniform while on duty at the University.
- 8.2.6 The contractor shall not furnish free or discounted vended beverages to its employees, those of the University, or any customer as a direct operating expense with a reduction of vending sales and/or commissions.
- 8.2.7 The University requires the contractor to pay parking fees for vehicles used on campus in the service of the contracts. Special permits are available without charge for delivery vehicles. Prices are subject to change without notice. Visit Parking Services in Blackhawk Commons for all parking permits.

8.3 Fiscal and Accounting Requirements

8.3.1 Records Retention

Contractor shall maintain complete and accurate records in accordance with accepted industry accounting practices and shall keep in a safe place all such financial records and statements pertaining to the operations of this institution for a period of five (5) years from the close of each year's operation.

All records maintained by the Contractor pertaining to the Exclusive Soft Drink Pouring and Vending Rights shall be open to inspection and/or audit by the University at any mutually agreed upon time. The Contractor shall advise the Contract Administrator of the Contractor's schedule of records and operations at the University. The University shall have the option to participate in the contractor's audits and may request a full report of these audits.

The contractor shall maintain complete and accurate records of vending transactions for each machine in accordance with accepted industry accounting practices, and shall keep in a safe

place all such financial records and statements pertaining to the operations at the University for a period of three (3) years from the close of each year's operation.

8.3.2 Pouring Rights Royalty Payments

Contractor shall pay the University of Wisconsin Oshkosh the first annual Pouring Rights royalties within fifteen (15) days of the start of the contract and annually thereafter. Payments should be sent to the Vice Chancellor of Administrative Services, 800 Algoma Blvd., University of Wisconsin Oshkosh, Oshkosh, Wisconsin, 54901. If the contract is cancelled before the full term of the contract, the fee will be prorated to cover the time the contract was in effect.

8.3.3 Invoice Requirements

The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt at University of Wisconsin Oshkosh Accounts Payable. Before payment is made, the University also must verify that all invoiced charges are correct and identified as being a part of this contract. Only properly submitted invoices shall be officially received for payment. Prompt payment requires that all invoices be clear and complete in conformity with the instructions below. Separate accounts and invoicing will be needed for the Food Service Contractor, University Dining, Titan Underground, Athletics, Residence Life, Titan Card office, and Titan Underground.

All invoices (not vending debit card invoices) must be itemized showing:

1. Purchase Order if applicable
2. Contractor Name
3. Remit to address
4. Complete Product Description
5. Product Manufacturer's Name or Abbreviation
6. Contractor's Catalog, and/or Stock Number(s)
7. Prices per the Contract
8. Manufacturer's Product Number

Each invoice should contain only those products covered by the purchase order designated on that invoice. All invoice prices are to be stated in the same units as the units shown on the Proposal form. Invoices accompanying deliveries will be in triplicate.

Invoices not meeting the above criteria may disqualify Proposer from future Proposals.

8.3.4 Vending Collections/Meter Counts

A representative of the University may accompany the contractor's route employees when meter counts and money collections are made at a time predetermined and agreed by the University. When accompanied by a University auditor cash receipts collected from the equipment shall be jointly counted by the University and the route employee at a location and by means determined by the University and mutually agreed by the contractor. Revenue discrepancies from the composite of these collections and that reported on the period statement shall be explained by the contractor in writing as part of such period statements.

8.3.5 Basis for Vending Commissions

Commissions shall be expressed on the included Proposal submittal forms by the contractors on net sales (gross sales, less State and Local Tax) on all items as follows:
The percentage on individual vending product categories or a minimum annual guaranteed total commission per year of one hundred fifty thousand dollars (\$150,000), whichever is greater. The

contractor may elect to quote a lower guarantee than the minimum specified. Contract award shall be determined, in part, based on the commissions quoted.

The contractor's non-resettable meters, after reconciliation to cash collections and debit card sales, shall be used as the basis to compute commissions payable to the University. Cash collections shall be bagged and counted by machine, reconciled to reported non-resettable metered sales and not comingled with changer funds.

All vending equipment shall be equipped by the contractor with nonreset item sale counters and/or totalizers which are maintained in continual operative condition; and each period statement shall include beginning and ending sales readings.

Inventory control records shall be kept for each machine indicating date product was added, product description, and sale price. The contractor shall make available any and all vending product inventory records to the University for the purposes of periodic vending audit and to reconcile contractor vending sales on a schedule to be determined by the University.

Product inventory, non-resettable meter readings and sales shall be recorded by machine at the time of each service occurrence. Inventory control records shall be retained a minimum of two (2) years after the sales and commissions for each period are recorded and reported to the University.

The vendor shall provide to the contract administrator a vending machine sales report for each collection period which identifies:

Vending machine number and location

1. Date and time of collection
2. Beginning and ending non resettable sales meter readings
3. Reported sales from the vending machine
4. Year to date sales by machine
5. Last year to date sales by machine
6. Commission by machine

The report shall subtotal sales by location(s) as defined by the University.

Refunds and test transaction amounts shall be deducted from vending commission statement gross sales item categories in which refund and tests occurred prior to computation of State and local sales tax and commissions due the University.

8.3.6 Vending Sales Tax Determination

Commissions quoted per Proposal submittal shall be in recognition of the state and county sales taxes and the same commission percentage shall be applied to the calculated taxable sales.

Commissionable sales (taxable sales) shall be determined by deducting from gross sales refunds, test transactions and dividing by 1.05, provided the customers are advised of the amount of the sales tax they are paying by posted sign or printed notice. The contractor on request shall make available to the University copies of all sales and other excise tax report which the contractor is required to furnish any government or governmental agency which identify those revenues and resulting taxes generated at the University.

8.3.7 Vending Sales Tax Change

The University's commissions under this contract are determined in part with the contractor's full consideration of applicable State, Federal, county or local excise and sales taxes on all products at the start of this contract. In event of an increase in these taxes or change in tax structure increasing contractor's tax liability and affected vending product sale price is not adjusted, commissions shall be reduced the exact same amount in dollar terms to compensate the contractor for tax increase. In the event of tax decrease, and no decrease in gross sales price is affected, the University shall receive the exact same amount in commission compensation for such decreased tax.

8.3.8 Uniform Statements

Contractors with vending service at more than one University of Wisconsin University shall provide period statements which are uniform at each University as nearly possible as the obligations of each contract specifications permit.

8.3.9 Vending Vandalism or Theft

Vending commissions shall not be paid on the contractor's revenue losses resulting from vandalism or theft of money or product from vending equipment at the University. The University shall receive commissions on any funds recovered.

8.3.10 Vending Reports

The University shall require the contractor to provide vending sales and commission reports for each collection period that provide the following information:

- A. Product code for the following individual categories (where applicable):
 - Bottled Soda – 20 oz.
 - Canned Soda – 12 oz.
 - Isotonic Beverages – 20 oz.
 - Canned Juice – 11.5 oz.
 - Bottled Juice – 15.2 oz.
 - Mineral Water
 - Other/Energy Drinks
- B. Building location of machine(s)
- C. Machine number
- D. Selling price of products
- E. Date machine installed (separate report) and beginning meter readings
- F. Date machine removed from service (separate report)
- G. Designation of new or used machine at time of installation (separate report)
- H. Gross and net sales and sales tax for each machine by location each period
- I. Year-to-date gross and net sales and sales tax for each machine by location each period
- J. Total commission for each machine by location for each period
- K. Year-to-date commission for each machine by location each period
- L. Refunds and tests for each item category
- M. Required beginning and ending meter reading

The report shall be provided to the contract administrator or designee following the collection from any/all vending machines.

Refunds and test transaction amounts shall be deducted from vending commission statement gross sales item categories in which refund and tests occurred prior to computation of State and local sales tax and commissions due the University.

Prior to the start of the contract, the University and contractor shall mutually agree on the report(s) format and contents to satisfy these requirements.

8.3.11 Vending Refund System

The university shall maintain an online refund system to be filled out by the person making a refund claim and shall include the following information; what machine, what happened, amount of loss, amount of refund, date, building, and who suffered the loss. The contractor shall supply and maintain funds for refunds to the satisfaction of the University. The University and contractor shall mutually determine the locations on campus where refunds are administered and the maximum fund to be provided each location. On a weekly basis the refund funds shall be replenished with the University designee and proper documentation will be provided to reconcile provided refunds.

8.3.12 Vending Commission Payments

Debit (Titan Dollars) card vending service shall result in a charge by the contractor to the University for the Titan Card sales. The University shall pay to the Contractor the amount of debit card gross sales as reconciled to the machine meter readings and CBORD transaction system data. The monthly payment shall be paid to the contractor no later than the last day of the month following the monthly sales collection period. When billing the University, the Contractor will include a report with a detailed explanation of dollar sales by each machine, by location. Electronic (CBORD) reporting shall be emailed to the contractor weekly and monthly for reconciling and payment.

Causes of abnormal revenue deviations shall be noted by the Contractor as part of these statements. The University shall remit payment in accordance with prompt payment policy guidelines.

The contractor shall pay the University the commission percentage of each period net (gross sales less State and Local Sales Tax) vending sales on or before the 15th day of the period following the last day of the period in which commissions were earned for cash Canned / Bottled products (does not include vending) sales, and shall accompany this payment with a detailed explanation of dollar sales by item category, by location, by each vendor, and an extension of commissions and a composite statement of said sales and commissions. Causes of abnormal revenue deviations shall be noted by the contractor as part of these statements.

The University requires a minimum of twelve (12) monthly revenue and commission statements annually, including periods of reduced revenues.

At the start of the contract the University shall require one period statement and commission payment check to the University.

All period commission statements and payments shall be sent to the University. Vending commissions' payments not received by the University on the 15th day following the last day of the period in which it was earned shall be paid by the contractor plus a minimum interest penalty on the commissions due at the prevailing interest percentage and conditions the State of Wisconsin uses for delinquent income tax.

All period commission statements and payments should be sent to the Vice Chancellor of Administrative Services, 800 Algoma Blvd., University of Wisconsin Oshkosh, Oshkosh, Wisconsin, 54901.

8.3.13 Guaranteed Payments

One year from the new effective date of this contract, and each full year thereafter during the life of the contract, the contractor shall pay the University that portion of commissions due, if any, to equal the guaranteed annual commission required in this contract. Payments shall be made by the 15th day of the following accounting period in which they were earned and recorded as commissions paid in the year the guarantee was due.

On expiration or termination of this contract, partial year guarantee commissions due, if any, shall be determined by dividing the prior year commissions earned through the date of termination by the prior contract year total commission or guarantee received, which ever is greater. Multiply the resulting percent prorated commission received the prior year by the annual guarantee required per Proposal submittal. If the resulting prorated guarantee is greater than the commissions received to date of termination, any balance due shall be paid the University by the 15th day of the following accounting period.

The University has established the annual guarantee at a level sufficient to ensure the quality and service standards specified are maintained. However, in the event the University requires the contractor to remove equipment from a location or locations which reduce annual commission payments below the guarantee, the contractor may request a reduction of the guarantee in the amount equal to the commission generated at that location(s) during the prior twelve month period. Increased commissions generated as a result of added locations during the term of the contract shall be used to offset the amount of annual guarantee reduction. Guarantee adjustments require prior approval of Procurement Services Office and amending to the contract.

8.3.14 Vending Equipment Removal Commissions

On expiration or termination of this contract, vending commissions due the University shall be paid on sales until all equipment has been removed, and the removal date shall be indicated on the period statement when each piece of equipment was removed, including equipment removed at any time during the contract period prior to expiration.

8.3.15 Vending Statement Review

On request of the University the contractor shall meet with the University and review each period statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Period statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.

8.3.16 Vending Audit

- A. Cash collections reports, route inventory cards, and reported sales shall be audited on regular schedule, as determined by the University, to verify the contractor's inventory control and reported commissions.
- B. Periodic reviews, conducted jointly by representatives of the University and the contractor shall be made to ensure that commissions and guaranteed payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound basis.

- C. All records pertaining to the operations of vending beverage service shall be open for inspection and/or audit by the State and/or University of Wisconsin at any or all reasonable times.
- D. The University of Wisconsin Oshkosh shall be advised by the contractor of the schedule of the contractor's audit of their records and operations at the University. The University shall have the option to participate in the contractor's audits and may request a full report of these audits.

8.3.17 Annual Meeting

Annually between June 1 and August 1, representatives of the University and the Contractor shall meet to review the financial reports, operations, promotions, marketing, and other plans or adjustments required for the upcoming year.

8.3.18 Minority (MBE) Program

The University requests cooperation of the contractor in reporting on a regular basis all purchases of services or commodities from certified minority businesses used in the performance of this contract. This report shall be submitted to the University Purchasing Office on a semi annual basis. In addition to direct subcontracting efforts, your company can help the University achieve the 5% goal by managing your second tier minority purchases. Second tier business refers to incidental business expenses your company may spend with MBE firms as it pursues the normal course of business supplying the University products or 21 services.

Here are some examples:

- You may report a percentage of your inbound freight conducted with an MBE firm
- You may report a percentage of the cleaning expenses for your facility.
- If you travel to maintain your business with us, you could use a MBE travel agency and report that expense.

These expenses can only be reported to the extent that they relate to your business with the University. The percentage of the expense you can report is determined by the amount of your University sales as it relates to your total sales volume. Per the terms of the contract you should actively pursue directing business towards these types of companies, and report your efforts in this regard on a semi annual basis.

8.4 Products, Ordering and Delivery Requirements

8.4.1 General Requirements

- A. All products delivered shall be transported at the proper storage temperature. Delivery is to be made in clean, enclosed, and as necessary, temperature controlled trucks. Non-compliance will result in refusal of product and replacement at contractor's expense. Delivery trucks size should be appropriate to the campus size and limitations.
- B. Additional items may be added to this contract at the discretion of the University of Wisconsin Oshkosh. Prices for these items will be at the same rate as like items on the contract. Products which are no longer manufactured or which are not being ordered in sufficient quantity may be deleted from this contract by the University. The Contractor shall promptly notify the University of new or discontinued items.

- C. Only the University of Wisconsin Oshkosh University Dining/Reeve Union, our campus dining contractor, departments and offices and contractors on campus shall receive the contract pricing for fountain and canned bottled beverages.

8.4.2 Non Vended Beverages

- A. Authorized University personnel must sign all delivery invoices.
- B. Delivery of all items will be required, F.O.B. destination, to the following campus locations:
- Blackhawk Commons
 - Reeve Memorial Unions
 - Titan Stadium and sports complex
 - Scott Hall restaurant
 - University Books and More / Corner Convenience Store
 - Titan Underground
 - Clow Faculty
 - Halsey Science Center
 - Student Recreation and Wellness Center
 - Albee Hall
 - Kolf Field House
 - Nelson Hall
 - Fletcher Hall
 - Stewart / Evans hall
 - Greunhagen Conference Center
 - Alumni Welcome and Conference Center
 - Other areas as required
- C. Minimum delivery charges or stop charges are not acceptable and Proposals so designated may be rejected.
- D. Delivery requirements will be determined weekly at the University. Quantities for the following required delivery week shall be ordered no more than three (3) days in advance of the delivery day unless mutually agreed upon. The University reserves the option to add to the originally submitted order based on a change in needs. Quantities listed are one year total estimates. Contractor should be advised that University requirements vary drastically during break periods (summer, Winter Break, Spring Break, etc.). The University does not agree to purchase specific quantities of any items.
- E. Weekly delivery will be required, subject to the time of the year. Deliveries shall be made to the University receiving stations between 7:00 a.m. and 2:30 p.m., Monday – Friday. Should an emergency situation occur, the contractor shall contact the purchasing units at numbers designated prior to 2:30 p.m. for late delivery approval.

8.4.3 Vended Products

- A. The contractor shall supply vended beverage products to the equipment Monday through Friday, between the hours of 7:00 A.M. and 4:00 P.M. during the regular academic semesters and summer school. At the beginning of each term (Fall, Spring, Summer) a meeting will be held with the contract administrator to review and approve the delivery cycle for each machine.
- B. Any machine that is consistently found with two (2) or more selections empty will require more frequent delivery visits.

- C. The contractor shall be alert to specific equipment that requires product inventory stocking more frequently than once per day to maintain adequate product variety and inventory to provide satisfactory service twenty four (24) hours per day.
- D. Prior to the start of the contract and each semester, the University and contractor shall mutually determine those vending locations requiring weekend service.

SECTION 9: SPECIAL CONTRACT TERMS AND CONDITIONS

9.1 Parties to the Contract

The contract shall be between the State of Wisconsin, Board of Regents of the University of Wisconsin System doing business as the University of Wisconsin Oshkosh, hereafter referred to as the “University” and the successful bidder hereafter referred to as the “contractor” for the Exclusive Soft Drink Pouring and Vending Rights according to the terms set forth herein. The Vice Chancellor of Administrative Services and/or contract administrator shall be the representative(s) of the University responsible for the administration of the contract and referred to herein as “the appropriate campus authority”.

9.2 Executed Contract to Constitute Entire Agreement /Incorporation of Documents

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, and the proposal of the successful proposer, and additional terms agreed to, in writing, by the agency and the contractor shall become part of the contract. Failure of the successful proposer to accept these as a contractual agreement may result in a cancellation of award.

The hierarchy of documents in descending order for resolution is as follows:

- Official Contract/Purchase Orders
- Best and Final Offer (if appropriate)
- All written communication
- Vendor’s Proposal Dated May 10, 2016 (or before)
- University Request for Proposal Dated April 7, 2016
- Standard Terms and Conditions (DOA-3054)
- Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681)

9.3 Amendments

This Contract may be modified or amended in writing signed by authorized signatories of Contractor and University.

9.4 News Releases

News releases pertaining to this Contract or any part of RFP# BPK-16-098A shall not be made without the prior written approval of the University.

9.5 Performance Bond or Irrevocable Letter of Credit

The successful bidder, hereafter referred to as “contractor” may be required to furnish a performance bond in the amount of \$50,000. Such bond must be furnished upon notification by the University of Wisconsin Oshkosh Purchasing, hereafter referred to as “Purchasing”, and prior to contract award.

In lieu of the performance bond, the contractor may provide an irrevocable letter of credit naming the University as beneficiary. The irrevocable letter of credit shall be in the amount specified for the performance bond and the format content required by the University. The performance bond or irrevocable letter of credit shall be furnished by a company licensed to do business in the State of Wisconsin.

The performance bond or irrevocable letter of credit shall be for the entire contract period. The performance bond or letter of credit shall provide that in the event of non-renewal, the University of Wisconsin Oshkosh Purchasing, and the contractor shall be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract.

In the event of non-renewal, the contractor shall provide the University evidence of the new source of surety within twenty-one (21) calendar days after the University' receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause for contract termination.

Failure to provide the bond or irrevocable letter of credit within twenty-one (21) days of notification of award may result in cancellation of contract award.

9.6 Insurance Requirements

The contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred related to this contract.

9.6.1 Coverage & Minimum Limits

Coverage

Minimum Limits

Worker's Compensation (WC)

Required – No Exceptions

Commercial General Liability

-General Aggregate Including Product & Completed Operations

\$1,000,000

-Each Occurrence

\$1,000,000

Automobile Liability (including hired – non-owned)

-Combined Single Limit

\$1,000,000

Contractor's Pollution Liability (with 1-yr. extended reporting period)

-Each Occurrence

\$1,000,000

-Aggregate

\$2,000,000

Additional Insured Provision listed under the general liability policy: “Board of Regents of the University of Wisconsin System, its officers, agents and employees as an additional insured under the commercial general liability policies, for purposes of this contract.”

9.6.2 Upon notification of award the prior to issuance of a contract, the contractor (vendor) shall provide the University a Certificate of Insurance with the required kinds and limits of insurance issued by an insurance company licensed to do business in the State of Wisconsin and signed by an authorized agent.

9.6.3 Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products or money resulting from any cause including that of sub-contractors and shall not penalize the University for any losses incurred related to this contract.

9.6.4 These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to the University of Wisconsin Oshkosh Purchasing, 800 Algoma Blvd., Oshkosh, WI 54901, before cancellation, reduction or other modifications of coverage. The insurance certificate shall

be for the contract period of five (5) years and shall be extended by the contractor for each subsequent renewal period of the contract. The contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

- 9.6.5 In the event of non-renewal, cancellation or expiration, the contractor shall provide the University evidence of the new source(s) of required insurance with twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. In the event the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice.
- 9.6.6 In the event the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice. The contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.
- 9.6.7 The contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by the negligence, misconduct or other fault of the contractor, its agents, employees, subcontractors or contractors.
- 9.6.8 The above insurances are required to be in effect during the course of any remodeling, renovation or construction done by or at the direction of the contractor.
- 9.6.9 Upon notification of award and prior to issuance of a contract, the contractor (vendor) shall provide the University a Certificate of Insurance with the required coverage and limits of insurance issued by an insurance company that has an AM Best rating of A- licensed to do business in the State and signed by an authorized agent.

9.7 Promotional Materials

Except as otherwise provided herein, the Contractor agrees not to use promotional or marketing materials which state expressly or by fair implication that the University endorses either the Contractor or any sponsor of such material. Equipment bearing University of Wisconsin Oshkosh marks, logos or other indicia of the University must be purchased from the University of Wisconsin Oshkosh licensees and be used in accordance with UW Oshkosh policy.

9.8 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date for proposals.

9.9 Product Pricing

- 9.9.1 Product prices quoted herein shall be firm for one (1) year. Thereafter, price adjustments may be made at twelve (12) month intervals not to exceed the Consumer Price Index (CPI).
- 9.9.2 Price change proposals must be submitted not less than forty-five (45) days prior to the beginning of the twelve (12) month period in which they are to be effective. The price change

Proposals must be supported by documented increases in the cost to the contractor which are demonstrated to be industry wide. The documentation may include, but not limited to, Consumer Price Index, Midwest Region, All Items. The base index shall be the index average for the month prior to the time this contract is awarded.

9.9.3 Price change proposals must be submitted to the contract administrator. If approved, a contract amendment incorporating the new prices will be issued by UW-Oshkosh Administrative Services. Failure to agree on a price change shall be grounds for termination of the contract in accordance with the Termination Clause.

9.10 Separability

If any provision of this Contract shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions, and shall in no way affect the validity of this Contract.

9.11 Waiver

A waiver by either party of any terms or conditions, provisions, or covenants of this Contract in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements contained in this Contract shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation, or agreement of either party.

9.12 Adverse Interests

During the term of this Contract, and any renewals, the Contractor will not provide services nor enter into any agreement to provide services to a person or organization that has interest that are adverse to the University. If the University believes that the Contractor is violating this paragraph, the University will notify the Contractor in writing by certified mail. The University and the Contractor will meet and discuss the alleged violation within thirty (30) days of such notice and, in good faith, seek a mutually acceptable resolution.

9.13 Termination of Contract

The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice one hundred and eighty (180) days prior to such anniversary date.

The University may cancel this contract for breach, as determined by the University, for failure to comply with the terms and conditions of the contract. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or other wise any substantial change in ownership or proprietorship of the contractor which in the opinion of the University is not in its best interest.

The University shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the University may cancel the contract by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel this contract.

Should the University breach any terms or provisions of this contract, the contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the contractor may cancel the contract by

giving sixty (60) days notice, in writing, by registered or certified mail of its intention to cancel this contract.

The University may discontinue this Contract, in whole or in part, without penalty at any time due to non-appropriation of funds.

If the contractor fails to maintain and keep in force required insurance, the University shall have the right to cancel and terminate the contract without notice.

SECTION 10.0 EXECUTED CONTRACT SIGNATURE PAGE

We, the undersigned, in compliance with the Request for Proposal # BPK-16-098A for Exclusive Soft Drink Pouring and Vending Rights, dated May 10, 2016 (or before), hereby submit the following Proposal to the University of Wisconsin Oshkosh. In making this Proposal, we acknowledge that we have read and understood the Request for Proposal and specification requirements and agree to fulfill our legal obligations pursuant to the contractual provisions.

Signature	Company
Name	Address
Title	City
Telephone	State and Zip
Date	Email Address

SECTION 11: STANDARD TERMS AND CONDITIONS

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any proposal submitted responding to this RFP (Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681). Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 - 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
 - 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.



Supplemental Standard Terms and Conditions for Procurements for Services

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

5.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

6.0 CONFLICT OF INTEREST: Private and nonprofit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

7.0 RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

SECTION 12: FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.4. Forms are attached with instructions for completion.

Financial Component (must be submitted separately as indicated in section 2.3)

- Pouring Rights Royalties
- Vending Commissions
- Value of Fountain and Bottled/Canned Beverages

Required Forms

- Designation of Confidential and Proprietary Information (DOA-3027)
- Vendor Information (DOA-3477)
- Vendor Reference (DOA-3478)

POURING RIGHTS ROYALTIES

Exclusive Soft Drink Pouring and Vending Rights Royalty Fee at the University of Wisconsin Oshkosh. Submit Pouring Rights Royalties annual fee for term of contract. University reserves the right to select an exclusion that is in the best interest of the University.

ANNUAL POURING RIGHTS ROYALTIES

\$ _____ for a 40% Corner Convenience Store Exclusion

\$ _____ for a 30% Corner Convenience Store Exclusion

\$ _____ for a 20% Corner Convenience Store Exclusion

\$ _____ for a 10% Corner Convenience Store Exclusion

(See 1.7, Exclusions for the Contract for Corner Convenience Store Exclusion Options)

Annual pouring rights royalties are due within fifteen (15) days of contract start date.

RETURN THIS PAGE WITH PROPOSAL

VENDING COMMISSION

1. List on a separate page the available Vended Soft Drink Beverages that Proposer intends to provide. List brand name and the flavors of each product listed below (attach additional pages as needed).
2. COMPLETE THE FOLLOWING:

<u>PRODUCT</u>	<u>BRAND NAME(S)</u>	<u>ESTIMATED USE (CASES)</u>	<u>SELLING PRICE (UNIT)</u>
A. Soda/Water/ Flavored Carbonated Beverages			
20 oz Bottle _____		6,000	\$1.50
B. Isotonics and Energy Drinks			
20 oz Bottle _____		2,000	\$1.75
C. Juice 100%/Blended			
15.2 oz Bottle _____		700	\$1.50/\$1.75
Starbuck's Energy / coffee drinks			
15. oz Bottle _____		900	\$2.25

3. Please list other vended beverage selections and recommended pricing as well. All pricing must be approved by the Vice Chancellor of Administrative Services and/or contract administrator. The below items will not be used as evaluation criteria, they are for information purposes of the Proposal.

Can Item(s) _____	_____	\$ _____
Bottle Item(s) _____	_____	\$ _____

4. Vendor is to list the commission rate to be paid to the University for all vended products:

Annual commission vending percentage of all sales _____ % (paid to UW Oshkosh)

5. The proposer shall annually guarantee a minimum payment to the University for vended beverage sales. The percentage on individual vending product categories or a minimum guaranteed total commission per year of one hundred fifty thousand dollars (\$150,000), whichever is greater.

ESTIMATED 2014 SALES (including tax of 5.0%) \$396,277.33
(reference Section 5 and/or 8 for machine location and volume)

RETURN THIS PAGE WITH PROPOSAL

VALUE OF FOUNTAIN AND BOTTLED/CANNED BEVERAGES

1. Complete the below and list the brand name and flavors of each product listed below that Proposer intends to provide (attach additional pages if needed). Any items that indicate “Not Available” or “Not Used” will not be evaluated and used for information only.

FOUNTAIN PRODUCTS * NO CHARGE for 20 lb. CO2 tanks, where applicable (banquet bars, wagons, etc.)				
PRODUCT	ESTIMATED ANNUAL USE	BRAND NAME & FLAVORS	UW OSHKOSH CURRENT COST	PROPOSAL COST TO UWO
BIB 5 gallon 3 gallon (soda or carbonated soft drinks)	3,555 gallons 7,110 gallons		\$5.40/ gallon	\$ _____ \$ _____
BIB-Juice, Dole or equivalent 100% Orange, Apple Juice	1055		\$5.40/ gallon	\$ _____ \$ _____
Other Juices And juice blends	250			\$ _____ \$ _____
BOTTLED/CANNED PRODUCTS (does not include vending, includes major items)				
PRODUCT	ESTIMATED ANNUAL USE	BRAND NAME & FLAVORS	UW OSHKOSH CURRENT COST	PROPOSAL COST TO UWO
Soda and Water 20 oz.Bottled	2,900 cases		\$15.03/case	\$ _____
Isotonic 20 oz.Bottled	1,500 cases		\$22.45 /case	\$ _____
Soda 12 oz.Canned	850 cases		\$8.74 /case	\$ _____
Water	119 cases		\$8.74 /case	\$ _____

12 oz. Bottled				
Water 0.5 L Bottled	279 cases		\$11.58/case	\$ _____
Juice 15.2 oz. Bottled	1,617 12-packs		\$11.13/12-pack	\$ _____
Tea 18.5 oz. Bottled	825 12-packs		\$12.37/12-pack	\$ _____
Fitness Waters (Sobe Life Water) 20 oz. Bottled	398 cases		\$11.81/24 pack	\$ _____
Juices similar to SoBe juice 20 oz. Bottled	65 cases		\$15.03/12-pack	\$ _____
Energy Drinks (similar to Rockstar or AMP) 16 oz. Canned	1,229 12-packs		\$15.58/12-pack	\$ _____
Frappuccino or similar product 13.7 oz. Bottled	941 12-packs		\$17.20 /12-pack	\$ _____
Soda 1 L Bottled	83 15-pack		\$19.49/15 bottles	\$ _____
Soda 2 L Bottled	73 8-pack		\$9.60/8 bottles	\$ _____
Muscle Milk 14oz plastic	32 cases		\$33.40/12-pack	\$ _____
				\$ _____
Iced Tea 18.5oz Bottled	312 12-packs		\$12.67/12-pack	\$ _____
				\$ _____

RETURN THIS PAGE WITH PROPOSAL

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Proposal # **BPK-16-098A** includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name	_____
Authorized Representative	_____
	Signature
Authorized Representative	_____
	Type or Print
Date	_____

VENDOR INFORMATION

VENDOR NOTE: BOTH PAGES OF THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP RESPONSE.

Company and Contact Information

Company Name:	
Company Website	

Contact for questions regarding this RFP

Name:					
Telephone:		Fax		Email	

Contract Renewals / Problems / Cancellation

Name:					
Telephone:		Fax		Email	

Questions on this RFP

Name:					
Telephone:		Fax		Email	

Ordering / Expediting

Name:					
Telephone:		Fax		Email	

Returns

Name:					
Telephone:		Fax		Email	

Invoice Information

Name:					
Telephone:		Fax		Email	

VENDOR INFORMATION FORM CONT.

2. In accordance with **Wisconsin Statutes** 560.035, 560.0335 and 560.036, indicate below if you are a Wisconsin certified Minority Business Enterprise (MBE), Work Center (WC), Disabled Veteran-Owned Business (DVB) or Woman-owned Business Enterprise (WBE) (see websites: <http://www.doa.state.wi.us/section.asp?linkid=232&locid=0> or <http://stateuseprogram.wi.gov/section.asp?linkid=1424&locid=65>).

____ Minority (MBE) ____ Work Center (WC) ____ Disabled Veteran-Owned Business (DVB)
____ Woman Owned Business Enterprise (WBE) ____ Not applicable
(If no answer is indicated above, we will assume that you are none of the above when making the award.)

3. **Pursuant to Public Law 95-507**, indicate which of the following classifications apply to your organization. All vendors are considered Large Business unless otherwise indicated (see website: www.sba.gov/). (Check ☒ all that apply.)

____ LARGE BUSINESS (LG)
____ SMALL BUSINESS (SB)
____ VETERAN OWNED SMALL BUSINESS (VOSB)
____ SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)
____ HISTORICALLY UNDER UTILIZED BUSINESS ZONE (HUBZONE)
____ SMALL DISADVANTAGED BUSINESS (SDB)
____ WOMAN-OWNED SMALL BUSINESS (WOSB)

4. **AMERICAN MADE: Wisconsin Statutes S. 16.754**, directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. "Substantially equal" means when bids are tied or RFP scores are equal. Indicate whether the material covered in your RFP were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

____ YES ____ NO ____ UNKNOWN

5. **RECYCLED PRODUCTS/PACKAGING/DISPOSAL TECHNIQUES:** The University is committed to promote environmentally sound procurement, usage and disposal methods which are in compliance with State of Wisconsin County, and Municipal regulations. Currently the University has a recycling program for starch and Styrofoam packing peanuts. The University's preference is to receive starch peanuts whenever possible. The Contractor shall not use INSTAPAK® (or similar) or mix starch and Styrofoam peanuts under any circumstances. Each product shall be separately pre-packed in accordance with commercially accepted methods. Small products may be packaged in protective envelopes (Mail-Lite or Bubble-Jet packs).

VENDOR REFERENCE

Proposal Submitter: _____

The Proposal Submitter must provide a minimum of four (4) business references.

Reference Name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference Name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference Name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference Name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the Proposal Submitter's abilities and qualifications as stated in the Proposal Submitter's Response. References from the Procuring Department shall not be accepted for references. The Department may deem the Proposal Submitter's Response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

UW OSHKOSH ATHLETICS ADVERTISING INVENTORY

The University of Wisconsin-Oshkosh Athletics Department has many opportunities for the proposer to support the programs of the University through advertising opportunities. The University has created a basic package available to the Proposer for Advertising opportunities that will be available for the proposer as part of providing Pouring Rights Royalties. In addition to the base package, proposer may identify other opportunities they are interested in utilizing as a preferred partner of the University.

TITAN STADIUM VIDEOBOARD



KOLF FIELD HOUSE VIDEOBOARD WITH VIDEO SCORER'S TABLES (to be installed Summer of 2016)



ADVERTISING OPPORTUNITIES

- Titan Stadium TP Sign: 3'6" high x 7' wide
- Titan Stadium Scoreboard Sign: 6'2" x 4'11.7", or 3' x 5'4"
- Titan Stadium Digital Concessions Monitor Graphic
- :15 Video Commercial
- :30 Video Commercial
- Instant Replay Logo Sponsor (Football, Soccer)
- Titan Trivia Videoboard Segment Sponsor (Football)
- Game Stats Videoboard Segment Sponsor (Football)
- Smile/Kiss/Fan Cam Videoboard Segment Sponsor (Football)
- LIVE Crowd Interaction Sponsor (i.e. T-Shirt Toss, Helmet Shuffle - Football)
- Pre-Game/Halftime Sponsor (Football)
- Pre-Game PA Announcement w/logo graphic (Football, Soccer)
- In-Game PA Announcement w/logo graphic (Football, Soccer)
- Alumni Stadium (Baseball) Wall Banners: 10' high x 20' wide or 20' high x 20' wide
- Softball Stadium Wall Banners: 4' high x 12' wide, 4' high x 8' wide, or 4' high x 4' wide
- Kolf Sports Center Score Table Sign: 3' high x 8' wide
- Kolf Sports Center Digital Concessions Monitor Graphic
- Pre-game/In-Game PA Announcements (Kolf Sports Center Events)
- LIVE Crowd Interaction Sponsor (Kolf Sports Center Events)
- KolfPack Student Section Sponsor – fixed signage within student section (Kolf Sports Center)
- KolfPack Student Section Giveaways – T-Shirts, Hats, Rally Towels (Kolf Sports Center)

- KolfPack Student Section Sponsor – fixed signage within student section (Titan Stadium)
- KolfPack Student Section Giveaways – T-Shirts, Hats, Rally Towels (Titan Stadium)

OTHER ADVERTISING/SPONSORSHIP IDEAS

- In Game Giveaways (T-Shirt, keychain/lanyard, foam finger, etc)
- Team Sport Pocket Schedules
- Team Schedule Posters
- Halftime Contest Prizes
- Ticket Back Advertising (coupons)
- Student Section signage/prizes
- Product tasting/sampling
- Other as identified

BASE PACKAGE

- Titan Stadium Videoboard top banner (fixed signage: 16' wide, 4' tall)
- Kolf Fieldhouse Videoboard top cap in two opposite ends
- Titan Stadium TP (A-frame sign: 3'6" high x 7' wide)
- :15 Video Commercial (Titan Stadium & Kolf Fieldhouse, shown twice each game)
- :30 Video Commercial (Titan Stadium & Kolf Fieldhouse, shown twice each game)
- Alumni Stadium (Baseball) Wall Banners: 10' high x 20' wide or 20' high x 20' wide

NOTES:

For any fixed advertising signage, Proposer is responsible for supplying (cost + labor) the signage as specified by the University. Digital signage and/or video commercials will be supplied in the format for display on Videoboards.

The Base package is available to the winning proposer for the term of the contract.